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GENERAL HEADINGS.



## Cases Reported this Week.



# Current Topics.

### The Meeting of the Magistrates' Association.

THE ANNUAL Meeting of the Magistrates' Association at the Guildhall last week, which we report elsewhere, was fortunate in having the presence of Lord HALDANE and Lord CAVE, and in hearing their very interesting speeches. The appointment of magistrates is one of the most responsible functions of the Lord Chancellor, and both the present Lord Chancellor and his predecessor stated very clearly and convincingly the principles on which appointments should be made. We may refer also to the observations on the question of probation, and on the desirability of placing on the Statute Book the Criminal Justice Bill, which, by securing the position of probation officers, will make the system more effective. As to Children's Courts, we believe some objection has been raised recently to their utility, but the objection can hardly be serious. There is no going back on a reform of that nature.

### Directors and Municipal Corporations.

THE PURITY of administration in local affairs received, in our view, a sad setback in the majority judgment of the Court of Appeal on Thursday in *Lapish* v. *Braithwaite*. Lord Justice BANKES and Lord Justice SCRUTTON were of opinion that sec. 12 of the Municipal Corporations Act, 1882, as a "penal" enactment, was altogether too vaguely worded to justify the disqualification of a salaried managing director of a company from membership of the Leeds Corporation with which the company had contracts for very large sums. Lord Justice ATKIN dissented in a judgment of remarkable vigour and clarity. The case is to be taken to the House of Lords, and we have no hesitation in expressing the hope that this dissenting judgment will be supported there. We were much struck, in listening to his lordship's close reasoning, with the observation that all the evils aimed at by this statute were present in this case to a marked degree. A managing director of a company, whether his remuneration depended on a fixed salary as here or on a share in the profits, which, as his lordship pointed out, might have been and might still be made the basis

of this particular managing director's salary, was clearly interested in obtaining for his employers the best possible terms, and this interest obviously clashed with his duty as a councillor to moderate those terms as much as possible. The learned Lord Justice turned aside most neatly Lord Justice SCRUTTON'S allusion to the "signalman-mayor." This illustration was put to show that such a servant might have an "indirect" interest, but could not possibly have any "material" interest in a contract between the railway company and his corporation. Lord Justice ATKIN'S comment was that its introduction merely "diverted the argument on to the wrong line"! A signalman was in a very different position to a managing director, and, whether or not it was proved as a fact that such a director had taken an active part in the conclusion of a bargain with a local authority of which he was a member, his duty to his employers was to take such a part—at any rate, in big matters—and this duty conflicted with his duty as a councillor. Lord Justice BANKES said that, from the point of view of good administration, it was desirable to have on local bodies men who held important business positions, in other words the "best business brains in the community." Conceding this, it is surely for Parliament to say so in clear language, and the provision designed to prevent the clashing of the two duties above mentioned should not be whittled down by legal decisions. Lord Justice BANKES also took great pains to trace the course of this legislation from the 1835 Act to that of 1882, and to point out that the tendency of the legislation had been, not to tighten the disqualification provisions, but to relax them. That may well be so, but the question is whether s. 12 as it stands is sufficient to prevent such a clashing of duties as that disclosed in this case. Lord Justice ATKIN, and the late lamented and virile judge Sir CLEMENT M. BAILHACHE, held that it did, and we agree with them.

## Motorists and Manslaughter.

WE REGRET that it should have been found necessary to inflict a sentence of nine months' imprisonment on Dr. ALEXANDER CAMERON, a Northampton doctor, for manslaughter, committed by the reckless driving of a motor-car, but we cannot help feeling that the offence is due more to the vitiated opinion of many motorists, which regards excessive speed on the highway as not culpable, provided there is no obvious danger in view. The law is quite clear that no motor-car or motor-cycle may exceed the limit of twenty miles per hour, and excessive speed is the cause of nearly all motor accidents. In order to comply with the law the speed must be kept well within the limit. It may be that some laws become obsolete by general acquiescence in their non-observance. That is not so with the speed limit which the law provides for this class of traffic. It is essential for the safety and amenity of the high road, and somewhat tardily magistrates and the police authorities are discovering the extent of the nuisance and peril which they have allowed to grow up owing to their neglect to enforce the law strictly. There appeared in *The Times* of 23rd September, a statement of the increase in the number of accidents due to negligent driving, and this was used as an argument for requiring a test of efficiency in driving. The Manchester Watch Committee have, we notice, so far stirred the Ministry of Transport out of its indifference, that it has undertaken to attempt to procure such a test. But, in fact, this will have but a trifling effect on the conduct of motorists. Of those of whom we read in the press as being involved in accidents, and whom anyone can see for himself on the high road, there are, we imagine, few who could not pass a test of efficiency. The mischief is due not to inefficiency, but to the selfish lust of speed which brings no small proportion of motorists within the criminal law. Lord SUMNER made some pertinent observations on the subject at the dinner of the British Science Guild last May (*Times*, 23rd May). He doubted whether mankind was any better for the motor-car. What advantage there was in scurrying along at twice or three times the rate of speed that did well for people before its discovery, he was unable to conjecture. In time, doubtless, no car will be allowed on the high road which is capable of exceeding a moderate speed limit, and motor racing, which, as one continually sees, leads to the useless sacrifice of life, will be stopped. Till then we must expect to see persons who, like Dr. CAMERON, are in ordinary life quite useful members of society, stand in a criminal dock and expiate in prison the crime which the general breach of the law has encouraged them to run the risk of committing.

## The Responsibility for the Beck Conviction.

WE PRINTED last week an interesting letter from an esteemed correspondent, who puts forward a view of the *Beck Case* very extensively entertained both by lawyers and laymen. It will be recollected that (1) in 1877 one SMITH was convicted at the Old Bailey, Mr. FORREST FULTON prosecuting, for certain frauds on women of a certain class; (2) in 1896 ADOLF BECK, charged in the name of SMITH and believed by the prosecution (until *after* the trial) to be SMITH, was convicted at the Old Bailey for precisely similar offences; he was prosecuted by Mr. HORACE AVORY, now Mr. Justice AVORY, and tried by Sir FORREST FULTON, then Common Serjeant; (3) in 1904 BECK was prosecuted and convicted for exactly similar offences before Mr. Justice GRANTHAM at the Old Bailey; but (4) before he had been sentenced SMITH was actually caught in the act, identified by the women-victims as the real culprit, and convicted before Mr. Justice PHILLIMORE. BECK was pardoned and compensated. A Royal Commission, under the presidency of Lord Justice COLLINS, inquired into the circumstances attending *his previous conviction*, that of 1896, and the following facts were then conclusively established beyond any question or cavil: First, in 1877 BECK had been in Peru; secondly, SMITH was a circumcized person, whereas BECK was not, a fact first ascertained by the Home Office in 1896 from the prison records *after* BECK'S conviction; thirdly, the man guilty in 1896 was *not* BECK but SMITH, the criminal of 1877 and 1904. But the most interesting point discussed in the case was the reason for BECK'S conviction in 1896. The prosecution had believed him to be SMITH when he was indicted, but did not offer evidence of a previous conviction after the trial had concluded by a verdict of guilty; Mr. AVORY, when examined before the Royal Commission in 1904, could not remember precisely why he refrained from pressing the previous conviction; but the probability would seem to be that the police authorities had by that time discovered that BECK, being uncircumcized, could not be SMITH. However this may be, during the trial BECK'S counsel put questions to witnesses with the intention of showing that BECK had been in Peru in 1877; Mr. HORACE AVORY objected to this as quite irrelevant, since the question of BECK'S movements in 1877 had nothing to do with his acts in 1894. Sir FORREST FULTON sustained this objection, and it seems quite sound. To prove that someone else committed similar offences in 1877, surely, is no evidence at all that the prisoner has not committed an offence in 1894. Had the evidence been admitted, one can hardly believe that the jury would have been influenced by it. This Mr. Justice AVORY makes clear in his evidence before the Commission, and his view seems reasonable.

## Unattended Motor-Cars.

THE COURT of Appeal have upheld in *Martin* v. *Stanborough, Times*, 21st inst., the decision of the Divisional Court, affirming a county court judge, that it is negligence on the part of the owner of a motor-car to leave it unattended on a sloping street, while he enters a house or shop, if there are children about who may play with it, start it in motion, and thereby cause damage to third parties. A motor-car left unattended on a highway is not a "dangerous" thing within the familiar rule which compels the owner of such to keep it at his peril; and the owner is not liable in the absence of actual or implied negligence: *Ruoff* v. *Long & Co*, 1916, 1 K.B. 148. In the case just cited a motor-lorry was left unattended for a few minutes, owing to urgent business of the driver, in the neighbourhood of a camp; mischievous soldiers started it and damage was done by their failure to control it. The court there held that the damage was due

to the wrongful act of a third party for which the owner of the lorry was in no way responsible, and therefore he was not liable on that ground. Nor was he liable in "nuisance" since the lorry did not obstruct the highway, and even if it had done so, the obstruction could not have been the *causa proxima* of the damage. But the case is different where a car is left unattended in a place where children are likely to play with it. The law treats such temporary abandonment of the car as an implied invitation to the children to play with it, and they thereby become the invitor's agents in their dealings with his car. This is a hard doctrine and seems to go a very long way when it is applied, not merely to things which in their nature are dangerous, but also, as here, to things which only become dangerous if someone wrongly interferes with them. Something turned on the fact that the car was left on the top of a slope. But generally Lord Justice BANKES, as well as SCRUTTON and ATKIN, L.JJ., who concurred with him, seem to have felt that their decision was very far-reaching, for they were careful to rest it on the very special facts of the actual case, and to suggest (somewhat optimistically) that such facts are never likely to recur.

### Undefended Divorces.

IT IS ONE of the peculiarities of divorce suits, as distinct from other civil proceedings, that no decree is granted on the pleadings in default of a defence or even on consent to judgment by the respondent. There must always be formal proof in court by witnesses who establish sufficient facts to justify the decree. The reason is that a divorce is a matter of public policy, not merely private interest, and that any adoption of short circuit proceedings would facilitate collusion. Indeed, the King's Proctor is really an invisible defendant, on behalf of the public, in every divorce case, and the case must be proved as against his possible objections, even although the visible respondent admits guilt. The working of this procedure is illustrated by the recent case of *Bower* v. *Bower*, *Times*, 21st inst., which was heard by the President, Sir HENRY DUKE. Here a wife petitioned for divorce on account of the husband's adultery; the husband did not defend. The only evidence of the husband's adultery was a hotel bill and the name of the husband and a young woman in the visitors' book of the hotel in question; no one was called to identify these two persons as the respondent and co-respondent cited in the case. This, of course, is rather a technicality, as neither were defending the case. But it also appeared that in the lists of the Divorce Court this sittings there is another divorce pending in which the present petitioner was the co-respondent, a colonel being the respondent, and she admitted in the witness-box that there had been misconduct between her and that officer. This was quite properly disclosed to the court in the petitioner's case and the judge was invited to exercise his discretion in the petitioner's favour on the ground that her husband's conduct had conduced to her own misconduct. The President refused a decree; his judgment does not make it quite clear whether he was dissatisfied with the insufficiency of the evidence as to the husband's adultery, or considered that it was not a proper case in which to exercise his discretion in favour of the erring petitioner. But the case illustrates a point emphasized by Lord BIRKENHEAD in his recent series of articles on Divorce, namely, the impossibility of shortening Divorce Court proceedings by allowing summary judgment in cases of default in defence.

### "Offers for Sale."

THERE WAS IN last Monday's *Times* an interesting letter from Mr. H. CLIFFORD TURNER on Mr. A. M. SAMUEL'S Companies (Prospectuses and Offers for Sale) Bill, which was introduced a few days before the dissolution of Parliament. The Bill provides that the word "prospectus" shall in the Companies Act, 1908, include "any advertisement, circular letter, notice, or other intimation to the public offering for sale any securities of any company, whether such company is registered or not"; and s. 81 (Prospectuses) is to apply to every such offer of sale unless the company or person offering the securities for sale has had continuous possession of the securities for at least two years. This is clause 1. Under clause 2 any person authorizing the publication of any such advertisement, etc., is to be deemed a promoter for the purposes of s. 81. Mr. TURNER criticizes the first clause on the ground that the owner of the shares will be unable to procure the information which is required by s. 81, and the second clause on the ground that the liabilities of a promoter attach on the formation of the company, and cannot in this way be casually transferred to some third party offering shares for sale. It is sufficient now to call attention to these criticisms, though as to the first we doubt whether it has much weight. In practice the persons who offer the shares for sale have all the necessary information, though the course they adopt puts them outside s. 81. The object of the Bill is to bring them within it, and the Bill in its present or some other form is clearly wanted.

## The Inns of Court.

SOME eighty years ago, we read in the Lincoln's Inn part of this admirable history of the Inns of Court* (V. A Walk about Lincoln's Inn and its Precincts), "the *American Jurist* wrote the following well-chosen words, which are as true to-day as they were then:—

> 'We think that everything relating to the early history and antiquities of the Inns of Court must be interesting to the profession here. Wherever the Common Law is studied and practised they must be regarded as the original fountain-head of the law, towards which the true lawyer must feel as a Jew does towards Jerusalem and a Mussalman towards Mecca. We cannot but think that an American lawyer would wander through these courts and halls and gaze upon their painted windows with a fervour of interest which his English brother long accustomed to them would hardly conceive of, and might smile at as a boyish weakness.'"

And to-day we read in the article reprinted on another page from the *Central Law Journal* the impression which the actual visit to England has left upon a foremost American lawyer. Speaking of the memories which the Westminster Hall and the Inns of Court called up, Mr. THOMAS W. SHELTON says:—

> "The picture had its useful side. It was out of such scenes that the great Common Law gradually grew into the perfection that has marked it to this day—that has stood as a mighty host between the prince and the people and between power and weakness, drawing its strength from a true concept of justice between man and man, and disdaining those periodical convulsions of human passions that ever and anon would upturn and destroy the great principles that have made possible and now assure modern civilization and the Christianity consonant therewith."

And the Inns of Court, which lawyers here take as the common order of things, "the dusty purlieus of the law"—though sometimes, it may be, touched with the reverence that they deserve—and our kinsfolk from afar gaze on with admiration, are in this book portrayed in pen pictures and histories, and in engravings, written or arranged by lawyers whose affection for their subject is as great as the success with which they treat it. To each of the three co-workers a separate part has been assigned. Sir D. PLUNKET BARTON, who continues with us the reputation which he won on the Bench in Dublin, contributes the Introduction and the story of Gray's Inn; Mr. CHARLES BENHAM, the two Temples; and Mr. FRANCIS WATT, Lincoln's Inn.

It was in 1185 where to the east of the Temple the Fleet flowed southward into the Thames, and on the west green fields swept to Charing and then on to Westminster, that the Round Church was consecrated for the use of the Knights-Templar here whose real home was in the Temple in Jerusalem. And, writes Mr. BENHAM:—

> "Well may you remember as you stand in the centre of the Round Church to-day, amidst the recumbent effigies of the Knights Templar, and between the memorial brasses, so beautiful in their restrained dignity, which the two Houses have dedicated to their dead in the

* The Story of our Inns of Court. As told by The Rt. Hon. Sir D. Plunket Barton, Bart., P.C., K.C., Charles Benham, B.A., Barrister, Inner Temple, and Francis Watt, M.A., of Gray's Inn and Middle Temple, Barrister-at-Law. G. T. Foulis & Co. Ltd. 10s. 6d. net.

> Great War, that you are standing in a birthplace of the English race, and that the walls around you were the fruit of the piety of generations which spoke with Becket, defied Henry, and trampled on King John."

Or shall we turn elsewhere for deathless words enshrining the same idea :—

> "In our Halls is hung
> Armoury of the invincible Knights of old :
> We must be free or die, who speak the tongue
> That Shakespeare spake ; the faith and morals hold
> Which Milton held—In everything we are sprung
> Of Earth's first blood, have titles manifold."

From the "Building of the Temple" Mr. BENHAM passes to the "Coming of the Lawyers," and so through successive chapters till we reach "The Great Middle Temple Names" and "Some Inner Templars." The Middle Temple list includes two names famous in the literature of the law—EDMUND PLOWDEN, who in his Reports has preserved so great a store of the learning of Elizabethan times, and BLACKSTONE, whose work anticipated the age of "best sellers," and who "first taught Jurisprudence to speak the language of the scholar and gentleman." The Inner Temple has the great name of COKE, whose career is well epitomized in his reply, quoted by Mr. BENHAM, when asked by JAMES to promise a favourable decision as to the Royal power : "When the case happens, I shall do that which shall be fit for a judge to do." And JAMES saw that opposition to him was hopeless : "Whatever way that man falls he is sure to alight on his legs." Equally learned and equally steadfast was his fellow-worker on the people's side—JOHN SELDEN ; perhaps, says Mr. BENHAM, the greatest Inner Templar of them all."

And then away to the north "close to the village of Holborn, just beyond the western wall of the old City of London," was the Manor House which became another home of the lawyers under the name of Gray's Inn. "At a time anterior to 1370, Gray's Inn became the habitation of a society of lawyers from which the Society of to-day is descended in the direct line." And, like the other Inns, it has not forgotten to make its gardens an oasis in the tumult of London life. "They are still," wrote CHARLES LAMB, "the best gardens of any of the Inns of Court, my beloved Temple not forgotten," and did not the poet lawyer, CHRISTIAN TEARLE, open his unforgettable verses with "The Gardens of Gray's Inn" :—

> "Nestled in the heart of London, in mine Inn I take mine ease,
> Softly wooed to dreams of summer by the murmur of the trees ;
> And the traffic sounds so distant, there is music in its din,
> As it surges and it eddies round the gardens of Gray's Inn."

Sir PLUNKET BARTON compiles with obvious pleasure the many names which have made the Inn famous ; greatest, of course, is that of FRANCIS BACON, to whom the laying out of the gardens was largely due, and who, in his essay "Of Gardens," wrote "God Almighty first planted a garden ; and, indeed, it is the purest of human pleasures" ; a thought which modern times have put into verse :—

> There is more of God's smile in a garden
> Than anywhere else on earth.

Of a later date, and less known, is Sir JOHN POWELL, who, after the Revolution, rejected an offer of the Great Seal, preferring to resume the puisne judgeship, from which he had been removed : "As learned and upright a Judge," says Sir PLUNKET BARTON, "as any in our legal history." And about the same time there was Chief Justice HOLT, who shewed, in his famous judgment in *Coggs* v. *Bernard*, how the Roman law could be pressed into the service of the English law ; and a century or more later, amid a galaxy of members of Gray's Inn who reached the Bench, there was one—Sir SAMUEL ROMILLY—"who never reached the Bench, yet towered above them all."

Midway between the Temple on the south and Gray's Inn on the north, the lawyers found a third home at Lincoln's Inn, which in accordance with the principle that Equity must prevail, ranks as the *societas prima inter pares*—at least, "as in private duty bound," we are entitled to say so. And here Mr. FRANCIS WATT takes up the tale, and traces the history of the Inn during the 400 years of its existence. Lincoln's Inn used to supply the majority of the Chancellors. Mr. WATT gives fourteen of the reign of Victoria, and finds that ten belonged to Lincoln's Inn. But the long tenure of HALSBURY seemed to break the spell, and of the five since his time—LOREBURN, HALDANE, BUCKMASTER, FINLAY, and BIRKENHEAD—the Common Law has claimed the majority. But to finish, as we began, with early times, Lincoln's Inn claims Sir THOMAS MORE, one of the greatest names of all.

This book is a worthy record of the place which the Inns of Court hold in the making and administration of the law, and, in consequence, in the making and greatness of England.

# Rent Restriction during the Year 1923-24.

## III.

*Continued from p. 32.*

*The Notices of Increase Act*, 1923.—It has been held in *Landrigan* v. *Simons*, 40 T.L.R. 244, that the Notices of Increase Act is retrospective, and in that case the Divisional Court held that the Act might be relied on in an appeal from a judgment delivered at a time when the Act was not in force. It should also be observed that the tenant is not entitled to recover from the landlord any validated increase of rent paid by or recovered from him prior to the 1st December, 1922, s. 1 (1) (*a*) of the Notices of Increase Act providing that s. 14 (1) of the Act of 1920, which deals *inter alia* with the recovery of overpayments by the tenant, shall not apply to such cases.

*Premiums.*—With regard to premiums, attention should be paid to the Scotch case of *Streathern* v. *Beaton*, 1923, S.C. (J.) 59, where it was held that s. 8 (1) of the Act of 1920 did not apply to a case where the landlord exacted a sum of money from his tenant, in return for his consent to the sub-letting of the premises by the tenant. In *Brakspear* v. *Barton*, *ubi supra*, moreover, it was held that the cessation of a discount hitherto permitted by the landlord to a tenant of tied premises, in respect of liquor supplied by the landlord to the tenant, was not a fine, premium, etc., within the meaning of the above section.

*Possession.*—In *Gill* v. *Luck*, 40 T.L.R. 38, it was held that actions for recovery of possession of premises within the Rent Restrictions Acts should not be brought under Ord. XIV, inasmuch as the facts and circumstances to be enquired into in each case could not be dealt with in a summary manner. The provisions of s. 17 (2) of the Act of 1920 should also be noted, and it is advisable in any case in which the Rent Acts must be relied on to commence proceedings in the county court. Claims for possession, it should also be observed, may be made in respect of a portion only of the demised premises : *Salter* v. *Lask*, 1923, 2 K.B. 798.

In any claim for possession, under the Rent Acts, the judge is bound to enquire into all the circumstances of the case, and in exercising his discretion, he must view the matter, not only from the landlord's, but also from the tenant's standpoint : *Shrimpton* v. *Rabbits*, 40 T.L.R. 541.

Some slight alteration of the law has been made by the Prevention of Evictions Act, 1924, a measure which, it may be said, is largely due to a failure on the part of judges when making orders for possession under s. 4 "5" (1) (*d*) para. (iv) of the 1923 Act to pay due regard to the position of the tenant, though this error was eventually set right by the decision in *Shrimpton* v. *Rabbits*. The Prevention of Eviction Act, 1924, is quite a short Act and repeals paras. (iv) and (v) of s. 4 "5" (1) of the 1923 Act, substituting therefor another paragraph. Shortly, the effect of that paragraph is to enable the landlord to dispense with the requirement of alternative accommodation in an action for possession, brought under s. 4 "5" (*d*) of the Act of 1923, under the following conditions, *viz.* : First, the landlord must not have become the landlord by purchasing the dwelling-house or

any interest therein after the 5th May, 1924; secondly, he must reasonably require the house for occupation as a residence for himself or for any son or daughter of his over eighteen years of age; thirdly, the court must be satisfied, having regard to all the circumstances of the case, including any alternative accommodation available for the landlord or the tenant, that greater hardship would be caused by refusing to grant an order or judgment for possession than by granting it.

And by s. 2 (1) of the Act it is provided that judgments or order given or made before the Act was passed, but not yet executed, may be rescinded or varied if the court is of opinion that the judgment or order would not have been given or made had the Act been then in force.

*Recovery of Overpayments.*—A great deal of controversy arose about the true interpretation of s. 8 (1) of the 1923 Act, which provides that "any sum paid by a tenant or mortgagor which under section 14 (1) of the 1920 Act is recoverable by the tenant or mortgagor shall be recoverable at any time within six months from the date of payment," etc. It was eventually held that the material date for the purpose of the above provision was not the date of judgment, but the date when the writ or summons was served: *Lewis* v. *Mackay, etc.*, 40 T.L.R. 579. The result, therefore, is that the last day for taking proceedings to recover overpayments made before the 31st July, 1923, was the 31st January, 1924: see also *Truss* v. *Olivier*, 40 T.L.R. 588.

THEO. SOPHIAN.

# Non-Negligent Liability.

THE recent case of *H. M. Postmaster-General* v. *Beck & Pollitzer*, 68 SOL. J., 883, serves to remind motorists and other users of a public highway of the somewhat privileged position in which the Legislature has placed certain statutory undertakings in respect of damage to their property.

In the above-mentioned case, the Postmaster-General was successful in recovering damages from the defendants, whose servant, while driving their motor-lorry along a public highway, had, admittedly without negligence, collided with and injured a fire-alarm post belonging to the Postmaster-General. The claim in the action was based upon s. 8 of the Telegraph Act, 1878, which provides that where any undertakers, body, or person, by themselves or their agents, destroy or injure any telegraphic line (including posts and other apparatus) of the Postmaster-General, such undertakers, body, or person shall be liable to pay the expenses of making good the destruction of or injury to the apparatus in question.

Prior to the Telegraph Act, 1878, other public undertakings had already secured similar privileges in respect of damage to such of their property as appeared to require special protection from the general public.

Gas undertakings, to which s. 20 of the Gasworks Clauses Act, 1847, applies, may recover summarily from any person who carelessly or accidentally breaks or damages any pipe, pillar, or lamp belonging to or under the control of the undertaking such sum, not exceeding £5, by way of satisfaction for the damage done, as any two justices think reasonable; and by virtue of the Electric Lighting Clauses Act, 1899, the above-mentioned provisions of the Act of 1847 are applicable, *mutatis mutandis*, to electricity undertakings.

By s. 60 of the Waterworks Clauses Act, 1847, every person who wilfully or carelessly breaks or injures any pipe, work or engine belonging to a water undertaking to which the Act applies shall forfeit and pay to the undertakers a sum not exceeding £5. It will be observed that this provision differs from that of the Gasworks Clauses Act, in that it does not expressly state that the sum thereby made recoverable is to be by way of satisfaction to the undertakers for the damage done; and it may, therefore, be open to argument that an amount adjudged to be payable under the Waterworks Clauses Act is in the nature of a penalty for an offence rather than compensation for damage, like the penalties imposed under other sections of the Gasworks Clauses Act, which are expressly stated to be in addition to the damage done. The provisions of s. 20 of the Gasworks Clauses Act and of s. 60 of the Waterworks Clauses Act are both grouped in Stone's "Justice's Manual" under the heading of "Offences"; but it may be of interest to note that the distinction between a penalty and damages was more clearly indicated in the Lighting and Watching Act, 1833, and in the Metropolis Management Act, 1855, under both of which the wilful breaking of a street lamp was made the subject of a penalty in addition to damages, but damages only were recoverable if the breakage was caused carelessly or accidentally. Somewhat similarly the Telegraph Act, 1878, contains, in addition to the above-mentioned declaration of unqualified liability for damage, provision for a separate penalty if telegraphic communication is thereby carelessly or wilfully interrupted.

The question as to whether the amount recoverable summarily is a penalty or damages may be of importance, because, although a summary remedy does not exclude the statutory undertakers' right to proceed by way of action in the ordinary way, *Crystal Palace District Gas Co.* v. *Idris & Co., Ltd.*, 44 SOL. J., 229, they must, apparently, elect which course to adopt; and they cannot, after a summary recovery of part of the damages, maintain an action for the balance: *Birmingham Corporation* v. *Samuel Allsopp & Sons, Ltd.*, 1918, W.N. 316.

Certain other points of distinction between the several enactments in question may be mentioned.

Under the Telegraph Act, 1878, it is sufficient for the Postmaster-General to prove that the damage was in fact caused by, or by the responsible agents of, the person sought to be held liable; it is unnecessary for the Postmaster-General to establish negligence, nor is proof of the absence of negligence any defence to such a claim. In *Postmaster-General* v. *Beck & Pollitzer*, *supra*, Scrutton, L.J., referred to the corresponding absolute terms of s. 74 of the Harbours, Docks, and Piers Clauses Act, 1847, as regards damage by a vessel to a harbour, dock or pier to which that Act applies, and to the interpretation placed upon that section by the House of Lords in the case of *River Wear Commissioners* v. *Adamson*, 1877, 2 App. Cas. 743.

The statutory provisions applicable in the case of damage to the apparatus of a gas company or of an electricity undertaking appear slightly more favourable to the person causing such damage than are the corresponding provisions in regard to telegraphic apparatus. Section 20 of the Gasworks Clauses Act (incorporated, as already mentioned, in the Electric Lighting Clauses Act) makes use of the words "carelessly or accidentally." "Carelessly" might be said to put in issue the question of negligence: *Wright* v. *London General Omnibus Co.*, 1877, 2 Q.B. 271; although in *Ashton* v. *Eccles Corporation*, 71 J.P. 55, the court regarded it as being intended to mean something short of ordinary negligence. However, the unfortunate motorist who collides with and damages the property of an undertaking entitled to the benefit of the provisions in question cannot apparently expect to escape liability under a nice interpretation of the word "carelessly," as there remains to the plaintiff undertaking the alternative claim that the damage was caused "accidentally"—a word sufficiently wide to cover the circumstances, not only where the motorist himself is innocent of carelessness or any other form of negligence, but also where the undertaking itself might be said to have been guilty of contributory negligence, such as arose from the improper and unsafe position of a lamp in *Burgess* v. *Morris*, 61 J.P. 553, which was a case under the provisions of the Metropolis Management Act, 1855, above mentioned.

Subject to the question as to whether s. 60 of the Waterworks Clauses Act, 1847, provides for the recovery of damages or imposes a penalty, the words used in that section would appear to be the least unfavourable of the provisions in question, from the point of view of the person causing the damage, as under that Act the latter must be caused "wilfully or carelessly." The word "carelessly" has already been discussed in considering the Gasworks Clauses Act; and would appear to raise the question of negligence, at least in some degree. But the word "wilfully" is stronger still, and would appear to put the claimant to some proof that the damage was intentional or in some other way distinguishable from a pure accident, *cf. High Wycombe Corporation* v. *Thames Conservators*, 1898, 78 L.T. 463. It is beyond the intended scope of this article to discuss the various questions which might arise in any proceedings, whether before the justices or in an ordinary action at common law, where the existence of negligence, in whatever degree, becomes material; but, as instances of the points which are likely to require consideration in such circumstances, reference may, perhaps, be usefully made to *Barnes U.D.C.* v. *London General Omnibus Co.*, 73 J.P. 68, where Walton, J., stated that, where a motor vehicle knocks down something which is lawfully *in situ*, the driver is guilty of negligence unless he can shew that the collision was caused by something beyond his control, which he could not provide against; and to *Walton & Co.* v. *Vanguard Motor Bus Co.*, 53 SOL. J. 82, which is an authority for the proposition that the driving of a motor vehicle of such a nature and under such conditions regarding the surface of the road, that it is known that skidding is likely to take place, is evidence of negligence on the part of the owner—even though the driver could not, with the exercise of reasonable care, have avoided the accident.

An additional distinction of some importance is noticeable between s. 8 of the Telegraph Act, 1878, on the one hand, and the Gasworks Clauses and other Acts respectively mentioned on the other hand. The Telegraph Act mentions not only the person

who actually causes the damage, but also the agents of such person; whereas the application of the other Acts quoted is confined to the actual person only; and it has been held that under such limited provisions, a master cannot thereunder be made liable for the act of his servant: *Harding* v. *Barker*, 1889, 53 J.P. 308. In this connection it may also be noted that in *Postmaster-General* v. *Beck & Pollitzer*, two of the judges in the Court of Appeal expressly reserved the question of the liability, even under such absolute terms as are contained in the Telegraph Act, of an owner of a vehicle which causes damage, not merely through the direct and non-negligent act of a servant, but, for instance, by the action of a third party or through the motive power getting out of control.

Again, the provisions of the Telegraph Act are applicable whatever the amount of the damage sustained; but the amount which may be recovered under the summary remedy afforded by certain of the other Acts is limited to £5, even though the actual total amount of the damage may have exceeded that sum. Having regard, however, to the present increased cost of executing repairs it may be that the opportunities for recourse to the summary procedure have become restricted, in which case claims for damage of the nature referred to in this article are likely to be decided more often upon general principles of negligence, rather than under the above-mentioned statutory provisions, which, in a varying degree, tend to eliminate defences which might otherwise be available.

G. G. C.

# Res Judicatæ.

## Sale of Goods: Damages.

(*Lancaster* v. *Turner* (*J. F.*) *& Co., Ltd.*, 1924, 2 K.B. 222; C.A.).

A very interesting case which illustrates the operation of the somewhat artificial and conventional rules for assessing damages on breach by sellers of a contract for the sale of goods, especially the now familiar principle of "Minimization of Damage," is that of *Lancaster* v. *Turner* (*J. F.*) *& Co., Ltd.*, *supra*, in which the Court of Appeal has reversed the judgment of Mr. Justice Rowlatt. Here there was a contract for the sale of Japanese peas to be shipped from Japan. Clause 8 in the agreement provided that, if the sellers made default in shipping or declaring shipment, the contract should be closed by invoicing back the goods at such price, whether higher or lower than the contract price, as the London Corn Trade Association should determine. The sellers failed to ship or tender any goods at all under the contract. They themselves applied to the Association to declare a closing price. They gave notice to the buyers that they were doing so. As a matter of fact, the market price had fallen since the date of the contract, not a very usual state of affairs when there is a breach by sellers. The Association declared a closing price at which the goods were to be invoiced back to the sellers; this price would actually have given a balance in favour of the contract-breaking party, the sellers; and the sellers claimed this balance. Mr. Justice Rowlatt refused to accept an interpretation of a contract which might enable one party to make a profit by breaking it, and in the Court of Appeal the same view was taken by the dissenting judge, Lord Justice Scrutton. But the majority declared that the sellers were entitled to the balance in their favour disclosed by fixing the closing price at the date on which the buyers received notice of the sellers' inability to complete. On the actual facts, however, they were satisfied that the sellers' default had been involuntary. The question was left open whether the sellers, had their default been wilful, could have insisted on reaping the benefit of a clause intended to protect the injured party to a contract. Doubts were also expressed as to what the position would have been if the parties had been merely gambling in differences, which was not here the case.

## Meaning of "Unforeseen Contingencies Excepted."

(*Wells* (*George*) *& Sons, Ltd.* v. *Cunningham* (*R. S.*), *Son & Co., Ltd.*, 1924, 2 K.B. 220.)

In this case Mr. Justice Greer had to consider one of those singular questions which are sometimes the result of novel phrases used in the drafting of commercial contracts. Here the plaintiffs had contracted in 1922 with the defendants to buy from them certain steel rods, plates and bars at named prices and dates. No particular source was stipulated as that from which the goods must come. The sellers, in fact, intended to supply the goods from the Ruhr region of Germany, and this would appear to have been understood by both parties, but no bargain on the point was made. Owing to the French occupation of the Ruhr, and the consequent period of civil strife and passive resistance, the goods could not be obtained from that source, although they could have been obtained elsewhere at prices which doubtless would have been so heavy as to render such a source of supply unprofitable.

Now the contract contained an extraordinarily wide exception clause in favour of the sellers; it was in these terms, "unforeseen contingencies excepted." The sellers accordingly contended that the occupation of the Ruhr was an "unforeseen contingency" within the meaning of this clause; that this contingency prevented them from carrying out the contract in the way they had contemplated at the time when they made it; and that therefore performance was excused. Obviously, this assumes that "unforeseen contingencies" includes *any* contingency relative to the cost of carrying out the contract, not in fact foreseen by the sellers. But Mr. Justice Greer refused to read into general words constituting a mere exception a meaning so wide that it would almost amount to the conferment on the vendors of a right to refuse to carry out the contract whenever conditions subjective to their own minds made them consider it desirable to do so. He came to the conclusion that words of this kind must have an "objective" reference Therefore they must mean "unforeseen contingencies of such a kind as to render the performance of the contract impossible," physically or legally, not merely very costly to the seller. That being so, the sellers were not excused delivery by the French occupation of the Ruhr.

## Bill of Sale: Growing Crop.

(*Stephenson* v. *Thompson*, 1924, 2 K.B. 240; C.A.)

The Court of Appeal has reversed Mr. Justice Shearman's decision in *Stephenson* v. *Thompson*, 1924, 1 K.B. 608. Section 4 of the Bills of Sale Act, 1878, excepts out of its definition of the transactions which amount to bills of sale the following, "transfer of goods in the ordinary course of business of any trade or calling," such transfer, of course, being in a documentary form. What is the position of a document purporting to sell a growing crop? Such a crop, of course, is "chattels," not realty. And, apart from the purposes of the Bills of Sale Acts, it would appear to be a "transfer of goods in the ordinary course of a business or calling": *Evans* v. *Roberts*, 1826, 5 B. & C. 829. But in the case of bills of sale two authorities exist which suggest that, notwithstanding the exception, the transfer is nevertheless a bill of sale "requiring registration as such": *Brantom* v. *Griffiths*, 1877, 2 C. P. D. 212, and a *dictum* of Lord Hobhouse in *Tennant* v. *Howatson*, 1888, 13 App. Cas. 489. These authorities were followed by Mr. Justice Shearman. But the Court of Appeal has now distinguished or overruled them, and has decided that agreements for the sale of growing crops in these circumstances are not bills of sale.

# Reviews.

## The Law of Auction.

BATEMAN'S LAW OF AUCTION. With Forms, Precedents and Statutes. Ninth Edition, by GRAHAM MOULD and DAVID BOWEN, Barristers-at-Law. The Estates Gazette, Ltd.; Sweet & Maxwell, Ltd. 28s. 6d. net.

To a very large extent the law affecting auctions covers the same ground as the law of Vendor and Purchaser, and much of the subject-matter of this book will be found treated in the recognised works on Sale of Land. But in practice it is very convenient for it to be considered specially from the point of view of the auctioneer and of vendors and purchasers at auction sales, and their advisers, and a new edition of "Bateman" is welcome. The first three editions were prepared by Dr. Bateman between 1838 and 1846, and the eighth was published so long ago as 1908 under the editorship of Mr. Graham Mould. In the present edition Mr. Mould has associated with him Mr. David Bowen, whose useful work on Vendors and Purchasers, published in 1922 by the Estates Gazette, Limited, is one of the series of text books of the College of Estate Management.

One of the most interesting points in the law of auctions is the agency of the auctioneer for the vendor and purchaser respectively, and the result of *Bell* v. *Balls*, 1897, 1 Ch. 663, and other cases is clearly stated. Other points on which the law will be found very satisfactorily treated are the matters essential to be stated in the Particulars (p. 61), the essentials of the Memorandum required under the Statute of Frauds (p. 236), the incidents of the deposit (p. 275), and the vendor's lien and other remedies (pp. 308 *et seq.*), and naturally there is a full discussion of the auctioneer's remuneration and customs affecting it. A solicitor's office is hardly complete without "Bateman," and the present edition brings the work very successfully up to date,

## Books of the Week.

**Practice.**—The Annual Practice, 1925. By RICHARD WHITE, GEORGE ANTHONY KING and VALENTINE BALL, Masters of the Supreme Court. Assisted by F. C. WATMOUGH, Barrister-at-Law, and F. E. W. NICHOLS, of Chancery Chambers. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £1 15s.

**Legal History.**—A History of English Law. By W. S. HOLDSWORTH, K.C., D.C.L., Vinerian Professor of English Law, Oxford. Vol. VI. Methuen & Co., Ltd.

**Local Government.**—Handbook on the Local Government Act, 1888. By C. HAROLD CARTER, Solicitor, Deputy Clerk of the Peace and Deputy Clerk of the County Council of Essex. Butterworth & Co. 12s. 6d. net.

**Maritime Law.**—The Hague Rules Explained, being the Carriage of Goods by Sea Act, 1924, with Introduction, etc. 6s. net. The Stockholm Conference on General Average and the York-Antwerp Rules, 1924, with Notes. 2s. 6d. By SANFORD D. COLE, Barrister-at-Law. Effingham Wilson.

**Digest.**—Mew's Digest of English Case Law. Quarterly Issue, October, 1924. Cases from 1st January to 1st October. By AUBREY J. SPENCER, Barrister-at-Law. Stevens & Sons, Ltd.: Sweet & Maxwell, Ltd.

**Election Law.**—The Law of Parliamentary Election by GORDON C. TOUCHE, M.A. (Oxon), Barrister-at-Law. The Marshall Press, Ltd. 1s. net.

# CASE OF LAST SITTINGS.

## Court of Appeal.

**PROUT AND HUNTER and Others.** No. 2. 29th and 30th July.

LANDLORD AND TENANT—DWELLING-HOUSE—RESTRICTIONS—FLAT—UNFURNISHED LETTING BY LANDLORD—SUBLETTING BY TENANT AS UNFURNISHED FLAT—RECOVERY OF POSSESSION—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 12, s-s. (2) (i).

*By s. 12, s-s. (2), of the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, "*This Act shall apply to a house or a part of a house let as a separate dwelling . . . and every such house or part of a house shall be deemed to be a dwelling-house to which this Act applies: Provided that (i) this Act shall not, save as otherwise expressly provided, apply to a dwelling-house* bonâ fide *let at a rent which includes payment in respect of board, attendance, or use of furniture.*"

*The tenant of three (in a block of flats) to which the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, *applied, occupied one of them as a residence, and furnished the other two flats and sublet them as furnished flats. The superior landlord served on the tenant notice to quit the two flats which the tenant had sublet as furnished flats, and brought an action to recover possession of the flats.*

*Held, that as the flats were let as furnished flats at the time of the commencement of the action for the recovery of possession, they came within proviso* (i) *of s-s.* (2) *of s.* 12 *of the Act of* 1920, *and consequently the tenant could not claim the protection of the Rent Restrictions Acts, and the landlord was entitled to possession.*

*Proviso* (i) *of s-s.* (2) *of s.* 12 *of the Act of* 1920 *relates to the status of the premises.*

Glossop *v.* Ashley, 65 SOL. J. 695; 1922, 1 K.B. 1, *applied.*

Decision of the Divisional Court, K.B. 68 SOL. J. 647, *affirmed.*

Appeal by the tenant from the King's Bench Divisional Court, 68 SOL. J. 647. The plaintiff was the landlord of a block of flats at Brixton. He let three flats unfurnished to the defendant, Mrs. Hunter, who occupied one of them, and furnished the remaining two, which she then sublet as furnished flats. The plaintiff gave the defendant notice to quit, and copies of the notice were served on the two sub-tenants. On their refusal to give up possession, the plaintiff commenced proceedings to recover possession. The county court judge decided in favour of the tenant. The landlord appealed to the Divisional Court, who held that proviso (i) of s-s. (1) of s. 12 of the Act of 1920 had to do with the status of the premises and not with the variety of the tenancy. It was necessary to look at the letting to the occupying tenants, the sub-tenants, and not the original letting to the tenant. As the flats were let to the occupying tenants as furnished flats, they were outside the protection of the Acts. The Divisional Court therefore allowed the appeal, holding that the landlord was entitled to recover possession. By s. 12 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided: "This Act shall apply to a house or a part of a house let as a separate dwelling, where either the annual amount of the standard rent or the rateable value does not exceed" [the amounts therein stated] "and every such house or part of a house shall be deemed to be a dwelling-house to which this Act applies: Provided that (i) this Act shall not, save as otherwise expressly provided, apply to a dwelling-house *bonâ fide* let at a rent which includes payments in respect of board, attendance or use of furniture." The defendant appealed.

BANKES, L.J.: This is an appeal from a decision of the Divisional Court, which raises a clear point as to what the issue is, in spite of the difficulties created by the obscurity of the Act. The facts are shortly these: A landlord lets a dwelling-house, to which the Act applies, unfurnished to a tenant. That tenant, without going into occupation herself, furnishes the house, and sub-lets it as a furnished house. The landlord gives the tenant notice to quit, and contends that, as the house is let as a furnished house, the statute does not apply, and therefore that he is entitled to recover possession of the premises at the expiration of the notice. The tenant, on the other hand, contends that the statute did apply at the time of letting, and has never ceased to apply to the premises, and therefore that the landlord is not entitled to recover possession. If the tenant's contention is to prevail, it will result in the extraordinary consequence that, if a landlord lets to a tenant a dwelling-house to which the statute applies, and the tenancy is afterwards determined, and the landlord then furnishes the premises and lets them to a tenant, that tenant might contend that the statute still applied to the premises. If that is the necessary result of the statute, it would, in my opinion, result in an absurdity. I therefore endeavour to see if it is possible to place a different construction on the statute. Counsel for the respondent has satisfied me that it is possible to do so, and that the statute should be read as meaning that, if and as soon as it is let as a furnished house, the statute ceases to apply to it, and the house comes within the exception contained in the proviso (i) to s. 12, s-s. 2. It has, however, been suggested in the argument before us that there is a difficulty in reconciling ss. 9 and 10 of the Act of 1920 with proviso (i) to s. 12, s-s. 2, but I think that counsel for the respondent puts a construction on the statute which gets over the difficulty. Counsel points out that the statute operates in two directions, it gives protection to the tenant as regards the amount of rent which may be charged, and it operates in giving protection to the tenant in reference to the right of the landlord to eject him. And counsel further points out that ss. 9 and 10 deal exclusively with the question as to the rent which a landlord may charge for a furnished house, and says that the true construction of the proviso is that the Act shall not apply, save as otherwise expressly provided—namely, by ss. 9 and 10, so that there is no provision in the statute which restricts the landlord's common law right of ejectment in respect of houses to which those two sections apply. In this way counsel surmounts the difficulty which at first sight there appears to be in reconciling those sections with the proviso. Counsel then continues to contend on behalf of the respondent that the house to which the Act applies is to be ascertained with reference partly to the rent paid for it and partly as to the use to which it is put, and that the only question in the present case is the use to which the flat in question is put—the question of rent not being in dispute. Then he says that s. 12, s-s. 2, deals with the status rather than the occupation of the house of a particular tenant, because it says that the Act shall apply to a house or part of a house let as a separate dwelling, save as otherwise expressly provided. If that is the true reading of the sub-section, and the status of this house is that of a house furnished, then it seems to me to be immaterial that at some other time the status was not that of a furnished house. In my opinion, that is the true construction which ought to be placed on this statute for the purpose of deciding the question before us. Another reason for accepting the contention of counsel for the respondent is this: Section 15, s-s. 3 of the Act of 1920, provides that "Where the interest of a tenant of a dwelling-house to which this Act applies is determined, either as the result of an order or judgment for possession or ejectment, or for any other reason, any sub-tenant to whom the premises or any part thereof have been lawfully sub-let, shall, subject to the provisions of this Act, be deemed to become the tenant of the landlord on the same terms as he would have held from the tenant, if the tenancy had continued." Now, if you put the construction on the statute which the county court judge has put, assume the case where the landlord has let and, on failure of the tenant to pay rent, brings an action and recovers possession. Under those circumstances the sub-tenant would become the tenant of the landlord on the same terms as the original tenant—the new person who has taken the house would continue at the old rent. That seems to me to lead to such an absurdity that I cannot think it is the true construction of the statute. Our attention has been called to the Rent Act of 1923, but it seems to me to be quite in accordance with the decision in *Glossop* v. *Ashley*,

65 Sol. J. 695; 1922, 1 K.B. 1, to deal with this particular case on the same ground—namely, the status of the house. For these reasons, in my view, the decision of the Divisional Court was right, and the appeal must be dismissed

Scrutton and Atkin, L.JJ. concurred.—Counsel: *Maurice Healy; A. Safford.* Solicitors: *H. J. Sydney & Co.; Dallimore, Pilbrow & Co.*

[Reported by T. W. Morgan, Barrister-at-Law.]

**PHIPPS & CO. *v.* ROGERS.** No. 2. 15th July.

Landlord and Tenant—Tenancy—Subject to "Three Months' Notice"—Notice to Quit—Validity—"On Earliest Day on which Tenancy can Legally be Determined"—Ambiguity—"Month"—Lunar or Calendar Month.

*A tenant occupied certain licensed premises under a tenancy agreement, in which it was provided that each party should be at liberty to determine the tenancy by three months' notice given to the other party, to expire on any one of the days appointed as special transfer sessions. The landlords, gave to the tenant notice to quit and deliver up the premises "on the earliest day your tenancy can legally be terminated by valid notice to quit given to you by us at the date of the service hereof."*

*Held (Scrutton, L.J., dissenting), that the notice to quit was invalid on the ground of ambiguity. The notice required a degree of knowledge on the part of the tenant to make it clear and unambiguous which the court would not impute to him.*

*Held, further, by the whole court, that the expression "three months" in the agreement meant three lunar months.*

*Decision of Lush, J.*, 68 Sol. J. 579; 1924, 2 K.B. 45, *affirmed.*

Appeal from a decision of Lush, J. The facts appear in the judgment.

Bankes, L.J., said:—This appeal raises the question of the validity of a notice to quit given by landlord to tenant. The landlords are brewers, and the tenancy was of licensed premises. The tenancy agreement was in writing, and dated 29th May, 1908, and it contained this clause: "Either party shall be at liberty to determine the tenancy hereby created upon giving to the other three months' previous notice in writing of his or their intention so to do expiring on any one of the days appointed as Special Transfer Sessions by the Justices of the District in which the said premises are situate after the expiration of six months from the date when the licence was or is transferred to the tenant." Notice to quit was given, dated 12th October, 1923, in the following terms: "We hereby give you notice to quit and deliver up to us (or such other person as we may appoint) on the earliest day your tenancy can legally be terminated by valid notice to quit given to you by us at the date of the service hereof the possession of," then follows a description of the premises. The date of the service of the notice is endorsed on the back of the document as having been made on 12th October. The premises are situate in the County of Northampton. At the date the agreement of tenancy was entered into the holding of Special Transfer Sessions was authorized, and the dates on which they should be held was prescribed by s. 4 of the Alehouse Act, 1824, which provided for the appointment by the justices at the annual licensing meeting assembled of not less than four nor more than eight special sessions to be held in the next ensuing year. The statute also contains provisions for the giving of public notice of the dates so fixed for the holding of the special sessions and requires that a copy of the notice shall be left at the dwelling-house of every person keeping an inn within the district. The Alehouse Act of 1828 was repealed by the Licensing Act, 1910, but, as the material provisions of the former Act are practically repeated in the latter, no question arises out of the fact that the tenancy agreement was entered into when the Alehouse Act, 1828, was still in force. The general annual licensing meeting for the County Borough of Northampton for the year 1923 was held on 1st February, 1923, and one of the dates fixed at that meeting for the holding of Special Transfer Sessions for the ensuing year was 8th January, 1924. February 7th, 1924, was the date fixed for the general annual licensing meeting of that year, and at that meeting, 8th April, 1924, was the first date fixed for the holding of a Special Transfer Sessions. At the time the notice to quit was given, and for some time afterwards, the appellants were under the belief that the notice did not expire until 7th February, 1924, and they continued to supply beer to the respondent as their tied tenant after 8th January, 1924. It is perhaps significant that the appellants themselves were so hazy as to the legal effect of their notice, but as that fact, and a supply of beer under a misapprehension, have in my opinion no legal effect upon the position of the parties, I say nothing further upon the point. I do not feel any difficulty on the question of whether the reference in the agreement to the necessity of a three months' notice is to be construed as lunar or calendar months. The rule requiring the expression to be construed as meaning lunar months is too clear and too well established, however worn out it may appear to be, to be got round or got over in a case such as the present, except by some clear expression of the intention of the parties derived either from the context or from surrounding circumstances, that they were referring to calendar and not lunar months. With deference to the view expressed by the learned judge who tried the action, I cannot agree with him in thinking that any such intention is manifested in the present case. A much more difficult question to my mind is the question whether the notice to quit offends against the rule that a notice to be a good notice must be clear and unambiguous. It is not necessary that a notice should be clear and unambiguous in its expressed terms provided it can be rendered clear and unambiguous by the application of the maxim *id certum est quod certum reddi potest.* There are many decided cases in the books where the court have imputed to the tenant knowledge, which when applied to the notice to quit served upon him, renders clear what without that knowledge would have been neither clear nor unambiguous. In the case of a yearly tenant a notice to quit on a named date or on such other day as the tenancy shall expire next after the expiration of a year from the receipt of this notice, has been held to be good upon the ground that the tenant must know or be assumed to know the date when the tenancy commenced. The case which has gone furthest in this direction appears to be *May* v. *Borup*, 1915 1 K.B. p. 830, where the agreement provided that the tenancy might be determined by six months' notice on either side to be given on 1st March or 1st September in any year. On 23rd December, 1913, a notice was given to quit at the earliest possible moment. The court held the notice to be a good one. This can only have been because the special terms of the tenancy agreement in the opinion of the court enabled the tenant by comparing the date of the notice with the terms of his agreement to realise that 31st August, 1914, was the earliest date on which he could be required to quit. This decision must, I think, be considered as a decision upon the particular facts of that case, and cannot possibly be regarded as an authority that a notice to quit at the earliest possible moment is a good notice. Each case must depend upon its own facts and circumstances, and I do not think that the court should attribute to either landlord or tenant a greater knowledge of fact or of law than has already in the decided cases been attributed to them, or extend the maxim I have referred to, so as to embrace a wider class of cases than have already been brought within its influence. In the present case, had the notice been for the first date fixed for the holding of Special Transfer Sessions next ensuing after the expiration of three lunar months from the date of this notice, I should be of opinion that the notice was a good notice having regard to the knowledge which must, I think, be imputed to the particular tenant of the dates fixed for the holding of these sessions. Had the notice omitted any reference to lunar months, I should have hesitated before holding that any of the decided cases went so far as to compel me to impute to the tenant such a knowledge of the law as would enable him to decide without doubt a question of construction upon which judges may differ, as they do in the present case. When, as here, the landlord is not content with placing the tenant under the necessity of solving one difficult question of law before he can know the date when he is required to give up possession, but puts him in the position of having to decide not only the earliest day when the tenancy can legally be determined, but also whether the notice to quit is a valid one, the time has come, in my opinion, when the court must say that such a notice is certainly not clear and unambiguous in its expressed terms, and that it requires a degree of knowledge on the part of the tenant to make it clear and unambiguous which the court will not impute to him. For these reasons the appeal, in my opinion, fails and must be dismissed with costs.

Scrutton, L.J., dissented on the question of the sufficiency of the notice to quit. After referring to the facts dealing with the meaning of the word "month," and holding that the word months in the agreement meant "lunar month," his lordship said: The next question is whether the notice to quit is sufficient. The courts might well have said that the notice must name a day to quit and the right day, but they have not. They have, in my view, treated both landlord and tenant as both knowing the law, and have assumed that the tenant must know the necessary facts. They have allowed the landlord to give a notice for a named day, or for the later day (unnamed) on which the tenancy actually expired. Baron Parke and Lord Abinger justify this in *Hirst* v. *Horn*, 6 M. & W., at p. 395, in the case of yearly tenants where the landlord is not sure on what day the year ends. But the cases go beyond this. In *Doe* v. *Timothy*, 3 C. & K., p. 351, Holdroyd, J., held a notice to quit "at the expiration of the present year's tenancy," without stating what length of notice it was, good in the absence of proof that less than the right notice was given. This appears to be substantially the same as Lord Trevethin's decision in *May* v. *Borup*, 1915, 1 K.B., p. 830, to "quit at the earliest possible moment,"

which however does not expressly mention the terms of the agreement, but assumes the parties know them. The present agreement mentions specific days on which the tenancy can be determined, days which are public days, which all citizens concerned with public houses may be assumed to know, and of which under the Licensing Acts the tenant would have notice served on him, and the notice to quit determines the tenancy on the first of those days on which it can legally be determined. Whatever I might think if there were no authorities, I do not feel able to depart from a long settled line of authorities on the faith of which many transactions have been concluded. Lastly, does the conduct of the landlord alter the matter? I do not see how the fact that at some period during the tenancy he thought or said the tenancy terminated on another day is relevant. This was so in a number of the yearly tenancy cases, but did not there avail the tenant. The ordering of beer and acceptance of the order is after the date when the tenancy in fact determined. It seems to me it has only the effect, as there has been no receipt of rent, of creating a tenancy at will determinable by the issue of the writ. In my view I am bound by old-established principles which I have no power to refuse to apply except in circumstances which do not exist here, to hold that the landlord has a good claim for possession. Even if in the absence of authority I might have come to a different decision, I do not particularly regret the result in the case of this tenant, who, as is the way with the moden tenant, has expressed his intention not to go out until he is chucked out. In my view the appeal should be allowed, and judgment entered for the landlord for possession, with costs here and below.

ATKIN, L.J., concurred with Bankes, L.J., in dismissing the appeal. Appeal dismissed.—COUNSEL: *J. B. Matthews*, K.C., *P. E. Sandlands* and *Geoffrey Howard*; *Sir M. M. Macnaghten*, K.C., and *P. B. Morle*. SOLICITORS: *Mellor & Coleman*, for *Phipps and Troup*, Northampton, *Sharpe, Pritchard & Co.*, for *Becke, Green & Stops*, Northampton.

[Reported by T. W. MORGAN, Barrister-at-Law.]

## WATERHOUSE *v.* WILSON BARKER and Others.

No. 2. 23rd June.

PRACTICE — DISCOVERY — INSPECTION — BANKERS' BOOKS — OATH OF PARTY AS TO INCRIMINATING ENTRIES—CLAIM OF PRIVILEGE—CONCLUSIVENESS OF OATH—BANKERS' BOOKS EVIDENCE ACT, 1879, 42 Vict., c. 11, s. 7.

*By s. 7 of the Bankers' Books Evidence Act*, 1879, "*on the application of any party to a legal proceeding a court or judge may order that such party be at liberty to inspect and take copies of any entries in a banker's book for any of the purposes of such proceedings.*"

*The plaintiff applied under the above section for liberty to inspect and take copies of all entries in the banker's book relating to the female defendant's account over a certain period. The female defendant filed an affidavit in which she objected to produce the copies of the entries in question on the ground that they would tend to incriminate her and subject her to a criminal prosecution.*

*Held (Scrutton, L.J., dissenting), that the defendant's oath was conclusive, and that, therefore, the entries in question were privileged from inspection.*

Parnell *v.* Wood, 1892, P. 137, *and* South Staffordshire Tramways Co. *v.* Ebbsmith, 1895, 2 Q.B. 669, *followed.*

Appeal from Greer, J., in chambers. The plaintiff, Mrs. Waterhouse, who was the widow and executrix of the will of Alfred Francis Waterhouse, deceased, claimed from Lady Wilson Barker and her husband the sum of £10,000, which she alleged had been obtained by the female defendant from the deceased by fraud. Alternatively, she claimed damages for alleged fraud and conspiracy. She also claimed a charge on certain property in which the money in question had been invested by the female defendant, Lady Wilson Barker. The defendants denied the allegations. The plaintiff applied under s. 7 of the Bankers' Books Evidence Act, 1879, for an order that she should be at liberty to inspect and take copies of all entries in the books of the female defendant's banker relating to the female defendant's banking account during a certain period. The defendant filed an affidavit in which she claimed privilege on the ground that the entries would tend to incriminate her and to subject her to a criminal prosecution. The Master refused to make the order as asked on the ground that the privilege claimed by the defendant was absolute. Greer, J., affirmed the order of the Master, and the plaintiff appealed.

BANKES, L.J.: The power of inspection is given by s. 7 of the Bankers' Books Evidence Act, 1879, which provides that "on the application of any party to a legal proceeding a court or judge may order that such party be at liberty to inspect and take copies of any entries in a banker's book for any of the purposes of such proceedings." This Act and its predecessor, the Act of 1876, were passed in the interests of bankers in order to prevent interference with their business and needless expense and trouble, and to facilitate the giving in evidence of relevant material contained in their books. Incidentally, also, the section, a portion of which I have quoted, has afforded an opportunity to a litigant of becoming possessed in advance of the trial of what may be very valuable information. *Perry* v. *Phosphor Bronze Co.*, 71 L.T. 854, 1894, is an instance where the court gave the litigant the opportunity sought for. In that case the plaintiff had disclosed his pass-book. The defendants desired to inspect the entries in the bank books on the ground that they would show them more definitely than the pass-book could do the nature of the plaintiff's account at his bank. The judge at chambers made the order asked for, and the Court of Appeal affirmed it. It is noticeable, however, that, in giving judgment, Cotton, L.J., says that he considered that a special case must be made out for what he described as getting behind the pass-book, and Smith, L.J., said that the application to the court to put in force s. 7 of the Bankers' Books Evidence Act, 1879, was a strong thing to do. It is, I think, common knowledge that the jurisdiction to give inspection of bankers' books under s. 7 of the statute is always exercised with caution, but that orders are constantly made for the inspection, not only of the books of the bankers of a litigant, but also of the books of bankers of persons who are not parties to the litigation, and that by means of such orders valuable information is rendered available before trial. The question which arises in this appeal only arises when the application is to inspect the books of the banker of a party to the litigation, when that party has in his affidavit of documents claimed in proper form and on sufficient grounds that the entries sought to be inspected, if contained in books or documents in his own possession, would be protected from production. On the one hand it is said that the Court of Appeal has laid down the rule that in such a case an order for inspection will not be made. On the other hand, it is said that the rule was not laid down in reference to the exceptional case when a litigant claimed protection from inspection on the ground that it might incriminate him; and that there was no reason why the rule should be applied to that case. To determine this contention it is necessary to look closely into the facts and the judgments in the only two cases which are material, namely, *Parnell* v. *Wood*, *supra*, and *South Staffordshire Tramways Co.* v. *Ebbsmith*, *supra*. It is quite true that in neither of these two cases did the particular point in issue here arise. In both cases an affidavit had been made denying the relevancy of the entries of which inspection was sought. In the one case the party disclosed the pass-book, but claimed to seal up parts which were sworn to be irrelevant. In the other case the party obtained copies from his bank of certain entries in the bank book and included them in his affidavit of documents, and then swore that, with those exceptions, there were no entries in his account of which inspection was sought relating to the matters in question in the action. It is in reference to these facts that the judgments must be read, but making full allowance for the difference in the facts of those cases and of the present one, I think that the judgments do lay down a general rule of practice which is just as applicable to the one set of facts as to the other, and which consequently we must follow. Had the question come before the courts in its present form in the first instance, I am not at all sure that the judgments could have been expressed as they are. That, however, is not a material consideration—we must deal with the judgments as they are and not as what, in other circumstances, they might have been. I think that perhaps the strongest passage in support of the view I am expressing is to be found in the judgment of Lindley, L.J., in *Parnell* v. *Wood*, where he says (1892, P., at p. 139): "The plaintiff was ordered to make an affidavit of documents and produce them. She complied. She set out her pass-books and produced them, sealing up parts of them which she swore to be irrelevant to the matter in issue. Her opponents have therefore got production of the pass-books to the extent to which as between them and her they are entitled to see them before trial." And later on in his judgment he says: "The sole object of the application is to get behind the privilege, and such an object is not within the scope of the Act." This was the ground on which the Lord Justice based his judgment. It is a ground which places discovery of a litigant's banker's books in exactly the same category as the documents in the litigant's own possession, and it covers a claim for protection from production on the ground of a tendency to incriminate just as completely as a claim for protection from production on the ground of irrelevancy. In the *South Staffordshire Case*, *supra*, Lord Esher, M.R., says in terms that the exercise of the jurisdiction of the court to make an order under s. 7 of the Bankers' Books Evidence Act, 1879, ought to be regulated by the general rules laid down by the decisions in relation to documents before trial. I do not refer to the other judgments in these two cases, as I find nothing in them indicating that the Lords Justices did not entirely approve of the passages in the judgments which I have quoted. In these circumstances, I think that this appeal fails and must be dismissed with costs in

any event. I need hardly add that this decision has no bearing at all upon the admissibility of the evidence at the trial, and any delay or expense which may be incurred owing to the defendant having taken the objection to inspection at this stage can be adequately dealt with by the trial judge.

SCRUTTON, L.J., read a dissenting judgment, in the course of which he said that the entries in question being relevant, the case seemed to him to be pre-eminently one in which the procedure under the Bankers' Books Evidence Act, 1879, s. 7, should apply. In his lordship's opinion the appeal should be allowed and the order made for inspection as asked.

ATKIN, L.J., in concurring with Bankes, L.J., in dismissing the appeal, said that they were bound by decisions of the Court of Appeal to hold that the entries in question were protected from inspection, and that, therefore, the order as asked could not be made. Appeal dismissed.—COUNSEL: *Haydon*, K.C., and *S. E. Pocock*; *Hawke*, K.C., and *Lord Erleigh*. SOLICITORS: *Leonard A. L. North*; *Lewis & Yglesias*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

# High Court—King's Bench Division.

**RAILWAY AND CANAL COMMISSION: *Re* NUNNERY COLLIERY COMPANY'S APPLICATION.** 22nd July.

MINES—SURFACE AND UNDERGROUND RIGHTS—DIFFERENT OWNERS—CONFLICTING INTERESTS—DANGER OF MINERALS REMAINING PERMANENTLY UNWORKED—APPLICATION FOR POWER TO WORK—COSTS—MINES (WORKING FACILITIES AND SUPPORT) ACT, 1923, 13 & 14 Geo. 5, c. 20, ss. 1, 6 (1).

*The decision of the court in respect of an application in pursuance of the Mines (Working Facilities and Support) Act, 1923, for the grant of the right to work certain specific minerals in accordance with the provisions of that statute, is not merely one for agreement between applicants and objectors; the public interest must also be considered and safeguarded by the court, and, whatever the terms which any party thinks may be appropriate in his own interest, it is the duty of the court to see that both the national interest and the interests of all concerned are protected.*

*Form of order made by the court in an application of the above nature, in the course of the hearing of which the parties came to terms.*

*Observations as to how the court will deal with the costs of such applications.*

Application to the Railway and Canal Commission Court. The facts are sufficiently referred to in the judgment.

SANKEY, J.: "My colleagues have asked me to deliver the judgment of the court in this case. This is an application made by the Nunnery Colliery Company, Limited, of Sheffield, in pursuance of the Mines (Working Facilities and Support) Act, 1923, for the grant of the right to work certain specific minerals in accordance with the provisions of the Act. The Nunnery Colliery Company is an old-established and prosperous concern, who have pits in the neighbourhood of the City of Sheffield, by means of which they work two seams of coal, known respectively as the Silkstone and Parkgate Seams. They have for a considerable number of years worked this coal, and are anxious to continue doing so, under an extensive area, part of which lies under the City of Sheffield. Hitherto it has been impossible for them to work the seams in question under this particular area because the surface and underground rights in the area in question are vested in persons who are numerous and who have conflicting interests. For example, upon the surface there are many large works belonging to such well-known firms as" [his lordship mentioned the names of several firms]. "In addition to that, the Duke of Norfolk is the owner both of the surface upon which there are many houses and small cottages, and of the minerals underneath such houses and cottages. There are, over and above that, many hundreds of owners who own cottages with small gardens attached to them, some of which are in the hands of trustees who live in different parts of the country, or who cannot be found or ascertained. Under these circumstances the Nunnery Colliery Company have determined to take advantage of new legislation passed in the year 1923, and contained in the Act of Parliament above mentioned, which came into operation on the 1st January, 1924, and this case is the first one under the Act. It is not necessary to enlarge upon the objects for which the Act was passed; they were to prevent coal being left permanently unworked, owing either to the refusal of its owners or because it was not possible to find out or to treat with a large number of small owners. The procedure under the Act is that the application should in the first instance be made to the Board of Trade, and that department, if so advised, can refer the matter to this court. By s. 6, s-s. (1) of the Act it is provided: 'Where a matter is so referred to the Commission, the Commission, if satisfied that the requirements of this part of this Act are complied with in the case of the applicant, and that it is expedient in the national interest that the right applied for should be granted to him, may, by order, grant the right on such terms and subject to such conditions, and for such period, as the Commission may think fit, and upon such an order being made, the right specified in the order shall, subject to the provisions hereinafter contained, vest in the applicant.' The Nunnery Colliery Company by their application above referred to, dated the 21st March, 1924, in para. 4, alleged as follows: 'The minerals are in danger of being left permanently unworked for the following reasons: (*a*) There is no other working colliery lying on this side of the Royalty of the Company; (*b*) The depth of the Silkstone Seam varies from about 350 to 450 yards and of the Parkgate Seam from 250 to 350 yards, and the cost of the sinking and equipping of the shaft would be greater than the area of workable coal would warrant; (*c*) The surface overlying the minerals is covered with buildings and it would be almost impossible to secure a suitable site even if it were worth while to do so; (*d*) If the right to work these minerals is not granted while the workings of the Company are on the edge of the areas in question and the roads are in a reasonable state of repair there will be no possibility of these minerals being worked by the Company in the future.'

"It will be manifest that this new legislation will be rendered useless if it is expensive to administer or if the procedure under it is protracted, the intention being that the Act shall be worked expeditiously and economically. By order of the court due notice was given to the owners of the surface and the minerals in question by notices placed on public buildings and by advertisements in newspapers published in the district, and in the result a number of persons filed notices of objections to the application. The nature of the objections was of the following character. The objectors alleged that they were the owners of large works, containing much valuable machinery, and they stated that it was essentially necessary and of paramount importance to them that there should be a stable foundation for their works and that vertical and lateral support should not be withdrawn therefrom, and that there should not be any disturbance of the equilibrium of the costly machinery installed in their works. As a typical example, in paragraph 3 of the objection of" [one of the firms] "they state 'the value of the Objectors' works is infinitely greater than any possible gain or advantage that can accrue from the working of the minerals under and near to their works. In the national interest as well as in that of the Objectors the undisturbed support of their works is much more important than the working of the minerals under and surrounding the works of the Objectors. Having regard to the character, value and extent of the Objectors' works and the physical conditions affecting the same and the coal proposed to be worked and affecting the strata lying between the seams of coal and the surface, the Application is not a fit and proper one to be made under the above-mentioned Act, and ought not to be granted.' The several parties appeared before us by counsel and evidence was given by a number of distinguished mining engineers who placed before the court the method by which the company proposed to work the coal in question and gave it as their opinion that owing to that method, under which 45 per cent. of the coal was taken and 55 per cent. left for permanent support, there was no reason to fear any subsidence at all. The colliery company further pointed out that they had worked the seams in question in adjoining areas for over twenty-five years, that the roof above the coal was of an excellent character and that up to the present time no claim for any subsidence had been brought against them. They further stated that during the war they had been authorised by the Board of Trade to work partly under the area now sought to be taken in the Silkstone Seam and that they had worked as much as 135,000 tons of coal thereunder, but that no claim had been made against them for damages and no complaint by the inspector appointed by the Board of Trade. It is hardly necessary to say that not only in this case but in every case which may come before us this court will be very anxious not to allow workings which might cause irreparable damage to those underneath whose land coal is being compulsorily worked. Questions might arise (we cannot anticipate the future) as to whether in a particular case the court would not be justified in thinking that it would not be in the national interest to risk very considerable damage by subsidence for the sake of getting a negligible quantity of coal. We express no opinion upon that subject, because happily in this case no such question arises, for at the conclusion of the applicant's evidence, the objectors by their counsel expressed a desire to settle the matter and terms were subsequently handed in to the court for sanction and approval. Considerable argument thereupon took place upon those terms, and we desire to point out here, as indeed was admitted by the parties, that the decision of an application like the present one is not merely one for agreement between applicants and objectors; the public interest has also to be considered and safeguarded,

by the court, and whatever the terms which any party thinks may be appropriate in his own interest or for his own protection it is the duty of the court to see that both the national interest and the interests of all concerned are protected. With that end in view we propose to make the following order, and I will now read the minutes."

His lordship read the formal parts and continued: "The Commission being of opinion that it is expedient in the national interest that the rights applied for by the Applicants should be granted to them. It is Ordered that the Aplicants be granted the right to work the minerals and other rights specified in the schedule hereto subject to and in accordance with the terms and conditions and for the period therein mentioned. Liberty for the Applicants, the Objectors, the Committee hereinafter mentioned, and all owners of surface or mineral rights in the area marked on the plans attached hereto, to apply as they may be advised. The Commission may review, rescind or vary this Order." The schedule containing the terms is as follows: "(1) The minerals in question are those comprised in the Silkstone Seam of coal and the Parkgate Seam of coal within and under certain lands roads streets watercourses and hereditaments (herein refrred to as 'the said lands') situate at Attercliffe andCarbrook in the City of Sheffield," and more particularly therein described. "(2) The method of working is to be done by underground workings only as shown on the said respective plans whereby a proportion only of the coal is extracted the remainder being left unworked and ungotten in the form of permanent pillars for the support of the surface with power for the Applicants and the Objectors to apply to the Commission from time to time to vary the same. (3) The Applicants shall be at liberty to convey through each hereditament separately owned within the area Silkstone Coal and Parkgate Coal worked and gotten from under other lands and hereditaments. (4) The consideration to be paid for the coal worked and gotten by the Applicants is to be at the rate of £150 per acre in respect of the Silkstone Seam and £80 per acre in respect of the Parkgate Seam irrespective of thickness such consideration to be due and payable as soon after the first day of April and the first day of October in each year next following the working of the coal. (5) In computing the consideration fair and proper allowances shall be made in respect of any faults, faulty ground and bad or unmarketable coal. In case of any difference arising under this paragraph the said difference to be referred to the Commission. (6) The term during which the Applicants may work the coal shall expire on the 1st day of October, 1941. (7) The Applicants shall keep accurate plans on the scale of not less than 2 chains to an inch showing the extent of the workings and their relationship to the surface, such plans to be brought up to date at intervals of not less than six months. A duplicate of such plan so brought up to date shall be deposited with the Board of Trade and be open to inspection by or on behalf of any owner situated in the respective areas in relation to which this Order has been made. In the event of the Board of Trade being unwilling to retain custody of the said copy or duplicate plans, or declining to allow inspection as aforesaid, application for directions may be made to this Commission by or on behalf of any owner aforesaid or by the Applicants. The Applicants shall keep accurate accounts of the area worked out from time to time of the various properties affected by this Order. (8) The Applicants shall work the coal hereby authorised to be worked and gotten in a proper and workmanlike manner and in accordance with the most approved method of working similar mines in the district and in accordance with the method for the time being in force pursuant to this Order. In the event of any difference arising under this paragraph the said difference to be referred to the Commission. (9) As to all the Objectors other than the Duke of Norfolk, the Applicants shall give notice when their workings in either Seam reach a point equivalent to a distance of one-half of the depth of the Seam from the surface from the boundary of the property of an Objector. Workings in the Silkstone Seam shall precede workings in the Parkgate Seam and the latter Seam shall not be worked under the surface of the land of any Objector or under the land within 100 yards therefrom until a period of three years after the Silkstone Seam has been worked and gotten under the respective portions of the said lands in which it is intended to work the Parkgate Seam." Clause 10 contains a further special provision with regard to the workings of one of the Objectors. "(11) Upon receipt of any notice hereinbefore provided for the Objector to whom such notice shall have been given shall have liberty to apply to the Court for the reconsideration of this Order. (12) The Applicants shall not let down the surface of any part or parts of the said lands or any neighbouring hereditaments nor interfere with the stability of any buildings works or structures for the time being on such respective lands or hereditaments. In case any damage shall be caused to such respective lands or hereditaments or any buildings works or structures for the time being thereon by reason or in consequence of the working and getting of the minerals hereby authorised to be worked or the leaving of pillars or barriers or otherwise howsoever in connection with the exercise of the right granted by this Order, then the Applicants shall be responsible and pay compensation for such damage and in case of any difference arising under this paragraph the said difference shall be referred to the Commission and all claims in respect of the mining compensation shall be similarly referred. (13) The Applicants shall comply with all statutory obligations and nothing in this Order contained shall relieve them of their liability to observe the provisions of the Mines Act 1911 Statutory Rules or any other Statute relating to Mines and statutes, rules and orders or any rules, orders or regulations made thereunder. (14) A local Committee representing the Owners of the said minerals in the said area shall forthwith be elected consisting of five local persons (three to be a quorum) who shall be selected at a meeting of such owners or their representatives to be held in Sheffield. The Registrar of the Commission shall forthwith give directions for the convening of such meeting and shall preside thereat. The Committee shall from time to time forthwith fill up any vacancies on the Committee. (15) The Registrar of the Commission shall draw up rules of procedure for the Committee and shall have power to vary the same from time to time. (16) Such Committee when constituted shall appoint a local firm of Mining Engineers to act as their agents who when appointed shall have power to enter the Mines of the Applicants and inspect and survey the workings of the Applicants in the said area and to examine plans and accounts and make extracts and copies therefrom and thereof. (17) Such Committee shall determine what monies are due from the Company each 1st day of April and each 1st day of October in respect of coal worked and gotten during the previous half-year and shall apportion the amounts due by way of royalties to the persons who in their judgment are entitled thereto and report their decision to the Registrar of the Commission and furnish an account of the out-of-pocket expenses incurred in connection with the Inquiry. The Registrar shall certify the amounts due from the Colliery Company to the persons entitled thereto and certify the out-of-pocket expenses necessarily incurred by the Committee. After payment by the Applicants of the sums of money so certified by the Registrar to be due the liability for making further payment in respect of the coal worked and gotten by the Applicants shall cease subject and without prejudice nevertheless to the continuing liability of the Applicants under paragraph 12 of these conditions provided that the Official Commissioner may by special leave grant leave to appeal from any decision so certified. (18) One half of the expenses certified by the Registrar as properly incurred by such Committee in carrying out their duties under this Order (including the professional charges of the said Mining Engineer) shall be deducted *pro rata* from the monies certified to be due and payable to individual owners of coal from time to time worked and gotten in the said area as will recoup them for the necessary expenses incurred by them. The remaining one-half of the said expenses incurred by the said Committee shall be paid by the Applicants. (19) The said local Committee as representing the owners interested shall have power to distrain any chattels of the said Applicants in or about the Mines which are authorised to be worked or any neighbouring Colliery lands or works held or occupied by the Applicants in connection with such Mines rendering any realised surplus to the Applicants. (20) The Applicants shall pay and bear all rates taxes and impositions payable in respect of the Mines and minerals forming the subject of this Order. (21) The Applicants shall not assign or underlet or part with the right hereby granted to them without the previous sanction of this Commission. (22) *Mutatis mutandis* the powers conferred by Sect. 83 (1) and the penalty imposed by Sect. 84 (1) of the Railways Clauses Consolidation Act 1845 as re-enacted and amended by Part II of the Mines (Working Facilities and Support) Act 1923 shall be applicable hereto in the same way as though the said lands were a Railway or works of a railway company and the owners of such lands or the minerals thereunder were a railway company. (23) On receipt of a notice in writing under this paragraph from the owners of any part of the surface of the said lands or any buildings or works for the time being thereon specifying the surface or buildings or works in which such owners are interested the Applicants shall give written notice to such owners as soon as the Applicants begin to work coal in each Seam within a distance equivalent to one-half of the depth of the Seam at that point from the said specified surface or buildings or works. (24) In case it shall at any time or times during the said period be shown by any owner interested to the satisfaction of the Commission that the stability of the said lands or of any neighbouring hereditaments or of any buildings or works thereon respectively has been interfered with or might be endangered or affected by reason or in consequence of the operations or omissions of the Applicants or the exercise of the said right to work then it shall be competent for this Commission to stop the further working of all or any parts of the said Seams of coal or either of them and to rescind alter or vary the terms and conditions of this Order in such manner as it may think fit. (25) Where the person or persons to whom any compensation or consideration is payable under this Order cannot be found or ascertained the

compensation or consideration due to such person or persons shall be paid into the Court of the Railway and Canal Commission. (26) Unless the context otherwise implies the term 'owners' used herein includes persons interested in the said lands and hereditaments and the buildings and works for the time being thereon. Persons who are not *sui juris* may be represented in the manner prescribed by the Settled Land Acts 1882 to 1890 or any modification thereof. Liberty to apply, to vary, rescind or alter this Order." (Applications having been made with regard to the payment of costs his lordship added): On the question of costs, the Commission has come to the following decision. We think that the applicants, the Nunnery Colliery Company, came here in the exercise of an undoubted right which was given to them by this new Act of Parliament, and we do not think that they have in any way behaved unreasonably. They came here in pursuance of a right; they exercised their right to come here quite reasonably, and in the result they have in a large measure obtained what they desired to obtain. More than that, the opponents have in effect settled with them, and in the settlement that their opponents came to they made no provision with regard to costs. The court is not going to lay down any hard and fast rule. I have pointed out that this is the first case under the Act. In future applications, if any party has been unreasonable, either in bringing his case forward, or in the method by which he brings his case forward, or if any party has been unreasonable in objecting or in the method by which he has objected to the application, we shall then consider carefully whether such unreasonableness shall not be visited by such party having to pay costs; but in this case we do not propose to give costs to anybody on either side.

The other members of the court were Mr. TINDAL ATKINSON, K.C., and Sir LEWIS COWARD, K.C.—COUNSEL: *Sir A. Colefax*, K.C., and *P. Gordon Bamber; Cyril Atkinson*, K.C., and *Rabagliati; Manning*, K.C., *Russell Gilbert* and *J. W. Jardine*. SOLICITORS: *Hancock & Willis*, for *Wake & Sons*, Sheffield; *Parker Rhodes and Co.*, Rotherham; *King, Wigg & Co.*, for *Broomhead, Wightman & Reed*, Sheffield; *Fewe & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

# In Parliament.

On 9th October, the Royal Assent was given to:—
Irish Free State (Confirmation of Agreement) Act, 1924.

# New Rules.

## County Court, England.

### PROCEDURE.

THE COUNTY COURT (No. 2) RULES, 1924.
DATED SEPTEMBER 22ND, 1924.

1. These Rules may be cited as the County Court (No. 2) Rules, 1924, and shall be read and construed with the County Court Rules, 1903 (S.R. & O. 1903, No. 629), as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. Rule 13 of Order LIII shall be annulled, and the following Rule shall stand in lieu thereof:—

"13. *Actions for recovery of possession* 51 *and* 52 *Vict. c.* 43 *ss.* 138, 139].—The costs in actions under sections one hundred and thirty-eight and one hundred and thirty-nine of the Act shall be taxed as follows:—

(*a*) Where the tenancy was weekly, monthly, quarterly, or for any definite period not exceeding six months, the costs shall be taxed on the scale applicable to the respective sums mentioned in Column 2 of the following Table, plus, in the case of the plaintiff, the amount of any rent or mesne profits recovered, and in the case of a defendant, the amount of any rent or mesne profits claimed.

| Column 1. | Column 2. £ s. d. |
|---|---|
| 1. If the rent of the premises was at a rate not exceeding 7s. 6d. per week .. .. .. | 3 0 0 |
| 2. If the rent of the premises was at a rate exceeding 7s. 6d., but not exceeding 15s. per week | 5 10 0 |
| 3. If the rent of the premises was at a rate exceeding 15s., but not exceeding 20s. per week .. | 12 0 0 |
| 4. If the rent of the premises was at a rate exceeding 20s. per week .. .. .. .. | 21 0 0 |

(*b*) In the case of all other tenancies, whether or not any sum is recovered or claimed for rent and mesne profits or either, the costs shall be taxed under column A, B, or C, as the Judge may order, and in default of any such order shall be taxed under column B."

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888, 51 & 52 Vict. c. 83, and section twenty-four of the County Courts Act, 1919, 9 & 10 Geo. 5 c. 73, to frame Rules and Orders for regulating the practice of the Courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

*Edward Bray.*
*T. C. Granger.*
*W. M. Cann.*
*J. W. McCarthy.*
*J. J. Parfitt.*
*Arthur L. Lowe.*
*A. H. Coley.*

Approved by the Rules Committee of the Supreme Court.
*Claud Schuster*,
Secretary.

I allow these Rules, which shall come into force on the 1st day of October, 1924.

Dated the 22nd day of September, 1924.

*Haldane*, C.

# New Orders, &c.

### COUNTY COURT DISTRICTS.

I, Richard Burdon Viscount Haldane of Cloan, Lord High Chancellor of Great Britain, by virtue of section 4 of the County Courts Act, 1888, as amended by section 9 of the County Courts Act, 1924, and of all other powers enabling me in this behalf, do hereby order as follows:—

1. The District of the County Court of Leicestershire held at Lutterworth shall be consolidated with the District of the County Court of Warwickshire held at Rugby, and the holding of the said Court at Lutterworth shall be discontinued, and the said Court held at Rugby shall be the Court for the District formed by the said consolidation, and shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Lutterworth when this Order comes into operation.

2. This Order may be cited as the County Court Districts (Lutterworth) Order, 1924, and shall come into operation on the 5th day of October, 1924, and the County Courts (Districts) Order in Council, 1899, as amended, shall have effect as further amended by this Order.

Dated the 30th day of September, 1924.

*Haldane*, C.

## The Treasury.

### PENSIONS (INCREASE) ACTS, 1920 TO 1924.

TREASURY REGULATIONS.

The Lords Commissioners of His Majesty's Treasury hereby give notice, pursuant to Section 3 (3) of the Rules Publication Act, 1893, that they have, under the powers conferred upon them by Section 4 of the Pensions (Increase) Act, 1920 (10 & 11 Geo. 5, c. 36), made revised Regulations relating to pensioners in receipt of pensions granted by Local and other Public Authorities (with the exception of Police Authorities) in Great Britain. The Order is published as Statutory Rules and Orders, 1924, No. 1155.

Also revised Regulations relating to pensioners to whom Section 1 of the Act applies. The Order is published as Statutory Rules and Orders, 1924, No. 1154.

Copies of the Orders may be purchased, either directly or through any bookseller, from H.M. Stationery Office, at the following addresses: Adastral House, Kingsway, London, W.C.2, and 28, Abingdon-street, London, S.W.1; York-street, Manchester; 1, St. Andrew's-crescent, Cardiff; or 120, George-street, Edinburgh.

## Home Office.

### DANGEROUS DRUGS ACT, 1920.

(10 & 11 GEO. 5, C. 46).

Notice is hereby given under the Rules Publication Act, 1893, that the Secretary of State for the Home Department proposes, after the expiration of forty days from this date, to make Regulations under Sections 3 and 7 of the Dangerous Drugs Act, 1920 (10 & 11 Geo. 5, c. 46), amending the Raw Opium Regulations, 1921 (S.R. & O., 1921, No. 864), and the Dangerous Drugs Regulations, 1921 and 1923 (S.R. & O., 1921, No. 865 and S.R. & O., 1923, No. 312).

The effect of the new Regulations is to prohibit the diversion of consignments of raw opium and dangerous drugs passing through ports in Great Britain to destinations different from those to which the consignments were licensed from the country

of export; and to modify in the case of prescriptions issued on National Health Insurance forms the requirements to be observed before a prescription for dangerous drugs is dispensed.

Draft copies of the said Regulations can be obtained on application to the Under Secretary of State, Home Office, Whitehall, London, S.W.1.

Home Office, Whitehall.
10th October. [*Gazette*, 10th October.

## Ministry of Health.

### ROYAL COMMISSION ON NATIONAL HEALTH INSURANCE.

The Royal Commission on National Health Insurance held its second meeting on the 15th inst., at the offices of the Ministry of Health, Whitehall. Before proceeding to the taking of oral evidence the Commission considered the question of admission of the public and the press to the meetings at which such evidence would be taken. The Commission decided that the meetings should be held in private, but that a short summary of the business done should be communicated to the press immediately after each meeting, and that a verbatim report of the evidence should be published and placed on sale through the Stationery Office within about a fortnight after the date of the meeting at which it had been taken.

Thereafter the Commission proceeded with the evidence of Sir Walter Kinnear, K.B.E., Controller of the Insurance Department of the Ministry of Health, who was questioned on the law and administration of the Health Insurance Scheme in its present form.

Royal Commission on National Health Insurance,
Ministry of Health,
Whitehall, S.W.1.
16th October, 1924.

# Societies.

## Magistrates' Association.

### ANNUAL MEETING.

The annual meeting of the Magistrates' Association was held in the Council Chamber of the Guildhall on Friday, the 17th inst.

The LORD MAYOR, in opening the proceedings, said that however well conceived the Association might have been, the test of its value was whether or not its conclusions were adopted by the authorities and whether they were acted upon. On this point they might congratulate themselves. Two years ago the Association made certain recommendations concerning the probation system, and these were adopted by the Government and embodied in a Bill on the subject. Last year they made a whole series of recommendations on the same subject, and these too were adopted by the Government. So that now, after only three years of work, the Association was in the highly enviable position of having obtained on this subject nearly everything they had asked for.

#### CONTROL OF REGISTERED CLUBS.

Sir ROBERT WALLACE, K.C. (Chairman, London County Sessions; Chairman of Council) then took the chair.

Mr. F. W. SHERWOOD (Recorder of Worcester) opened a conference on the control of registered clubs. In regard to the opening of clubs on premises which had previously been licensed, he said it was clear from the licensing laws that the Legislature had recognised the danger of an evil arising from these places and had made it a condition that they should not be re-opened within twelve months as a registered club. The date from which that period of twelve months started was the date from the payment of the compensation money, and therefore it worked out that the clubs might be opened the day after the premises had closed. He thought they might fairly say that here was a law aimed at a certain possibility of evil, yet the machinery provided had rendered nugatory the terms of legislation so clearly expressed. It was within the work of the Association to call attention to such matters, and he hoped that the question would be considered. They did not wish to crush clubs, or to interfere with the social intercourse they provided, but they thought that their internal arrangements should be under strict regulation. As to the hours for the sale of intoxicating liquor being the same as those fixed for licensed premises, the question was worthy of the consideration of the Legislature. In London the hours varied in different areas, and that tended to somewhat accentuate the evil in regard to these clubs.

Mr. E. H. KEEN (Holborn) said that, as chairman of a London bench, he would like to make some suggestions. In London the Commissioner of Police was the authority for the registration of clubs, and he suggested that the chairman of a licensing bench should request his clerk to secure a copy of the Commissioner's list. Then, as chairman of a particular area, he should visit the clubs personally, ascertain the number of members and amount of subscriptions, and what were the terms on which strangers were admitted. He would find that, while some were well conducted, others existed mainly for the supply of drink during prohibited hours, and that unless the police got information they did nothing to enforce the law. Another suggestion was that the chairman of a bench in London should obtain from the police a record of the number of cases in which extension of drinking hours had been granted, and of the number of occasional licences which had been issued. When he got that information he should write to the Home Secretary urging him to bring about an amendment of the law which would put the control and registration of these clubs under the bench of magistrates. His strong conviction was that they would never get rid of the night club evil in London while these were under the police who, while possessing excellent qualities, should not be made an administrative body. The existing system afforded opportunities for offers of bribery; but it would be useless to try and bribe a bench of magistrates. At present, after a successful prosecution, the place was closed, but in the course of a few weeks the same people registered the place under another name and they began again. He thought that a meeting of all the London benches, convened by the Association, would be able to do useful work in dealing with this question.

#### AFTER-CARE OF PRISONERS.

Sir WEMYSS GRANT-WILSON (Hon. Director of the Borstal Association) read a paper on "The after-care of discharged prisoners and Borstal inmates." He said that probation work had done extraordinarily well and that in the last twelve or thirteen years more than 60 per cent. of the cases dealt with had not come into the hands of the police again.

Mr. PERCY BROWN (Governor of H.M. Prison, Dorchester) said that a wisely-administered prison could be of immense value to the offender, and suggested the formation of hospitals for the morally afflicted.

The CHAIRMAN said that out of 100 persons in London placed under probation ninety-four or ninety-five never returned to criminal life. In dealing with the first offender there was far more chance of salvation for him if they kept him out of prison.

#### LORD CHANCELLOR'S ADDRESS.

The LORD CHANCELLOR (President) said that this was the third annual meeting, and that since the foundation of the Association it had gone on from strength to strength, not only in its members but in its activities it was growing. One of its main purposes was, taking the magistrates as they stand, to urge them to higher ideas and to spread a common spirit among them and a body of learning which they might apply in common.

#### APPOINTMENT OF MAGISTRATES.

He thought that all of them were concerned with the level of the magistrate, he meant his intellectual level, and he meant too in a sense his social level. Local justice was very important, and it was just as important that local justice should be free from suspicion of social or party prejudice as justice on the bench of the supreme tribunal. That question had been considered a good deal. First of all it took the crude shape of a demand on the part of the political parties who were out of office as soon as they came in, that their own people should be put upon the bench for political reasons. That was very bad, and it was a notion which had not wholly got out of their heads yet. He did not know what had been the experience of Lord Cave—who might very quickly for anything he knew have shortly the responsibility which he himself had at the moment—but he knew that even now he got information from Lord-Lieutenants and Lord Provosts and Lord Mayors—not many of them, but some of them—saying they had sent in their usual "list of honours for the year," meaning a long list of candidates for the bench. Those letters were returned promptly, and he dared say they had been returned just as quickly by his predecessors. A Royal Commission reported some few years ago on the abuses of this system, and it recommended in substance that the first thing to be avoided was the suspicion in the minds of the public that the magistrates were all taken from one class of the community, and that they were appointed for political reasons. That was excellent, but it was difficult to apply it in practice, as one would think. He, himself, and he thought Lord Cave would say the same, never enquired into the politics of the person who was to be made a justice, and altogether apart from such question she was so appointed because he was considered the best man for the appointment. He was appointed whether he was a Diehard or a Liberal, or Labour. The only consideration was that he should be the very best man for the office. And the Royal Commission also said that the Lord Chancellor should set up in each magisterial region—it might be the county, the county borough, or any other division—an advisory committee on which all shades of opinion should be represented, and a selection of the names sent up by the Lord-Lieutenants or anyone else should be the names approved and recommended by the advisory committee. He had been

very happy in setting up these advisory committees, which had been ruthless and stern in their operation. During the past eight months he had been appointing advisory committees, each consisting of two Conservatives, two Liberals and two Labour representatives, with occasionally slight variations, and about 20 per cent. of the United Kingdom had been covered during that period. Some, he found, came up in perfect order, but there were others which needed the hand of the reformer. It seemed to be next to impossible to get out of people's heads the idea that the magistrates should come from one class. They ought to come from all classes, if only for the reason that the magistrate had to take declarations and that people came to him whom he had to assist with advice in addition to having to give decisions. Under these circumstances the magistrates must come from all classes, and not only must they come from all classes but the magistracy must include women, and a large proportion of women. There were certain cases with which women were pre-eminently fitted to deal—children's courts, for instance. Then under the Bill in the passing of which Lord Cave had co-operated—he thought he passed it through the House of Lords and he (the Lord Chancellor) helped to pass it through the House of Commons—the Criminal Justice Bill, there would be a large class of sufficiently paid probation officers who would look after the young offenders. The Bill was framed, the money provided, it had gone through the House of Lords and only awaited passage through the House of Commons, whoever turned out to be in office after the 29th of the month. That Bill gave special functions for women appointed to the bench. But the duties of the bench were not their only function; there were a great many questions with which women were in close contact. He was speaking from actual observation of the work of magistrates, and he knew that there was a vast deal for them to do. He did not think it right that the magistrate should be a mere judge. The magistrate, no doubt, had to decide questions, and questions which were mainly questions of fact, though they very often mixed fact and law. He must know the law generally and, above all, he must know his own procedure and obligations. But when he came to decide questions of fact he was something different from the judge at law. The judge at law dealt with abstract principles laid down in statutes and in codes and in text-books. He gave the abstract principle in the form of a definite question as to whether the case should go to a jury, and he had to decide. But very often the judge was a judge of fact as well as of law, and then he was sitting as a jury and had to do what a jury would have to do. A juryman was simply chosen because he was a good citizen who understood what ought to be done between man and man. He took the case, not in its abstract, but in its concrete individual form, and said what a right-minded citizen would have done had he been in the place of the accused. It would be observed how closely that became the work of the magistrate, who had to put himself in the position of the person standing at the bar and to understand what excuses there might be for what had been done. If many kind of cases were taken into consideration, for instance, that of the girl brought up on a charge of infanticide, it would be seen how suitable these cases were that there should be women on the bench. Women sat on juries, and on the bench they would be of very great service in the early stages of the proceedings in many cases. Women had become a very great part of the judicial element, and he thought they could do much in the sense of living among the people and giving them advice and guiding them. The magistrate, concerned as he was with individual cases, living among the people he was dealing with, ought to be accessible to them in a legitimate way for advice and guidance. He ought to be the guide, philosopher and friend of the people. If he was to be that, he must not be somebody who lived in a great house and was inaccessible to them. The humbler people were wanted, with a deep sense of justice, who were perfectly fair-minded, and who would put themselves at the point of view of the person who came to them for guidance and advice, and would give him advice from the point of view of his own class and his own people. That was the way to get politics out of the bench and to get a more just appreciation of the justice to be had there. In other words, the magistrate was not only a judge, he was an administrator who could exercise a potent influence in his own surroundings. That was what he (the Lord Chancellor) had been struggling to effect in the last eight months, during which he had been responsible. He had had deputations from various political parties. He remembered one which purported to represent Labour, which claimed that Labour should be entitled to a certain proportion. He had said, "I know nothing about proportion. What I know is that I want God-fearing and decent persons, people of a just mind and a fair outlook, who do not care what are the politics or social position of the people before them, but who try to get a just and true decision." He thought they were all really agreed about that. But this involved not only a great deal of care with regard to the magistrates on the bench, but some care and determination in rooting them out also. If anyone was going to take the oath, or had taken the oath, which required him to keep to the law, and then proceeded to violate that law, he said he was not a suitable person to occupy a seat on the bench and to punish others for breaking the law, whether conscientiously or otherwise. It was necessary also to watch for another class of man, the man who had committed an offence which brought his position into contempt and caused the reproach that he was below the moral level of his fellow citizens. He thought people had made too little in this country of the magistracy, which was a very great institution. It was a branch of the judiciary, just as much as was the bench of the High Court, and it was only by laying stress on its quality and insisting that it should be made as high as possible that that great branch of the judiciary would be placed in its just position among the people. It was a potent instrument for good and tended to keep up the social level, and the aim ought to be to keep up a high level of purity among the judiciary. The Magistrates' Association was taking up the matter from one point of view, and he had been working on it, as every Lord Chancellor must, from another. He hoped that between them they might see the fruit in a distinct raising of the level within a very short time. The Association was of very great help to the heads of the justiciary, and he hoped would become yet more so in the future. He relied for that continuity of policy in the future among Lord Chancellors which had been distinctive of the last few years, and which he hoped would be distinctive of the years about to come.

### Annual Report.

Sir Robert Wallace, K.C., moved the adoption of the annual report. He said the membership was increasing rapidly, but it was not what it ought to be. In his view every man who was a justice of the peace ought also to become a member of the Association. There was an impression that by becoming a member a justice might find himself committed to a course of action of which he did not approve, and that membership might to a certain extent interfere with the right of private judgment in dealing with the matters which came before the different benches, and that their discretion might thereby be limited. He believed that the history of the Association had done much to dispel any such fear. It was not so much concerned with pressing its own views on the members as with collecting information which every magistrate might make use of, or not, at his own discretion. The object was not to pass resolutions, but to help to inform the minds of the members of the benches throughout the country. And in that he thought they had been eminently successful. The Association was greatly indebted to the Lord Chancellor, who had been with it since its birth. He hoped he would live to see it reaching a vigorous age and a lusty manhood.

Sir Arthur Spurgeon (chairman of the executive committee) seconded the motion, remarking that there were some 30,000 magistrates in England and Wales, and until the majority were members of the Society the object of the committee would not be gained. It was of the greatest use in obtaining uniformity. It was unfortunate that in the same county one bench might be found taking a particular view with regard to a question, and the bench adjoining adopting quite the opposite one. That was not good for the administration of justice and for the public.

The motion was carried.

The Lord Chancellor was re-elected president of the Association.

### Lord Cave's Address.

Lord Cave congratulated the Association on its success. The meeting was something like an oasis, into which both the Lord Chancellor and himself had escaped from the storm which was raging around them outside. He felt so much the influence of these peaceful surroundings that he would not even ask himself whether the element of stability, which was so dear to magistrates, was better represented there by his noble friend than by himself. He had every reason for wishing well to the Association; it had been his fate to hold so many offices connected with the magistracy. He supposed that no one else present, and indeed no one anywhere, had held all the offices of Chairman of Quarter Sessions, Home Secretary and Lord Chancellor, in each of which capacities one had, of course, to deal with the duties which fall to the magistrates of the country. Therefore he must take the keenest interest in the necessary and useful work the Association was carrying on. The Lord Chancellor had referred to the appointment of magistrates, and he entirely agreed as to the usefulness of the reform which was initiated some twenty years ago by the Commission over which the late Lord Loreburn presided. It might be that the old evils connected with the former system of choosing magistrates were somewhat exaggerated. He did not himself think that Lord-Lieutenants in those days relied so much on political considerations as in some quarters they were held to do. He had had lists of persons submitted to him as Lord Chancellor, and he had addressed to the Lord-Lieutenants a respectful enquiry as to whether in submitting the names they had had any regard to the recommendation of Lord Loreburn's Commission that all kinds of politics should be admitted to the bench. They replied that they did not know anything about the politics of the gentlemen recommended, and

had purposely and carefully forborne to make any enquiry to that effect. He (Lord Cave) appreciated that. At the same time, he agreed with the Lord Chancellor that it was incumbent upon him to see that no particular kind of politics was unduly represented on the commission; and that difficult duty he had always striven, as he was sure the Lord Chancellor had done, to perform. He wished also to express his agreement with the Lord Chancellor as to having in the office of Lord Chancellor a continuity of policy, so that if there was any change—as happened from time to time—not every year—and the occupant of the Woolsack was changed, there should be continuity in the method in which his duties were carried out. He knew that in other fields also the Lord Chancellor had urged the principle with great wisdom and great effect, and he would assure him that in that field also he agreed with him that there should be complete continuity in the principles which governed the appointment of magistrates from year to year. The question of appointing women magistrates also was always before them, and he entirely agreed that there were functions of justice which could be performed better by a woman, or with the assistance of a woman magistrate. He was sure there was no occupant of the bench present who did not feel that in certain cases he was glad to have a woman magistrate, or women magistrates, sitting with him, with that knowledge which he did not aspire to and probably could never completely attain. They had always made it their function to express the desirability of including a sufficient number of women magistrates in the names sent up for consideration. The same was true of what were sometimes called "Labour magistrates," but he thought were more properly regarded as magistrates not necessarily occupying the great houses to which the Lord Chancellor had referred, familiar with all classes of work throughout the country; and he had always striven to get that particular kind of experience and feeling represented on the benches. He did not mean, of course, that anybody ought to look upon appointment to the bench as a kind of honour which they desired to wear as one wore a decoration. That was the worst kind of feeling about the bench. If a man was not fit to do the work, or had not time to perform it, he ought not to desire for a moment to add the magic initials to his name. If he was, and had time, and was willing to give it, it would be an advantage to have the assistance and advice of men and women who were in that condition of life which enabled them to tell exactly what was necessary and desirable in particular cases. The last thing he did as Lord Chancellor was to complete the revision of the list of magistrates for the County of London and the division of the county into districts. It was not then completed and Lord Haldane carried it through. It was a matter which they had fully considered, and he was glad to hear it had worked well. In the same county they were considering the distribution of the magistrates among the different divisions. The Lord Chancellor had referred to an even more difficult task which accompanied his office, that of the removal in case of need of unfit magistrates from the commission, and he would not be doing his duty if he did not say how entirely he was in agreement with the view the Lord Chancellor had expressed. A magistrate was appointed on the recommendation of the Lord-Lieutenant or of the committee, but he had not always got all the information necessary with regard to the names sent in to him. It might well happen that, not having that information, he appointed someone whom, if he had known all the facts, he would not have included and who was not in all respects fitted to carry out the trusts that were committed to him by his appointment. In such a case it might happen, and from time to time it did happen, that a justice showed himself in some way unfit to perform the duties which he had undertaken. In one case of unfitness such as the Lord Chancellor had referred to, the case where a magistrate, knowing the law, should for some reason, which might be perfectly sincere, object to carry it out in his own person, he was, of course, not a right person to have the duty of enforcing that law. He was quite sure that, just as he himself had found some difficult cases of that kind and had dealt with them as best he could, so the Lord Chancellor had had to exercise that difficult discretion, and he would obtain full support from all who had the cause of the administration of justice in this country at heart.

CHILDREN'S COURTS. IMPROVED PUBLIC-HOUSES.

He wanted to mention two matters which he hoped the Association would consider, because they were matters which required it. One was the matter of children's courts. The principle of children's courts was one that appealed to everybody, but he heard from time to time magistrates say that as now administered they were not doing so much good as was expected from them. He would not put it higher than that. They had been going on for a little time, and he thought it would be useful if those who had the means of obtaining information would enquire and consider whether they were being carried on with useful result, and whether in any way the conduct of these courts could be reconsidered and improved. If it was found that they were working well, that would be an answer to all these complaints. If not, it was surely better that any reform which might be needed should be supplied. The other point was that of improved public-houses. He was not going into the vexed and continuous question of licensing, but, like many others, he had been impressed by the possibility of improving the character and surroundings of our licensed houses, and he should think it was possible on occasions when the benches or the county committees had the duty of considering an application for a new licence, or for an exchange, they should see whether it might not be a useful thing to insist upon certain conditions as to accommodation and management, and as to the supply of solid refreshment and otherwise which were commonly associated with the term "improved public-houses." He was sure that such a course would receive support from the best of those firms who were interested in the supply of intoxicating liquors. He knew it from many communications he had heard of or seen from them. If that matter were taken up carefully and cautiously, and with due regard to the rights of others, by some of the benches throughout the country, he believed a great deal of improvement might in time be effected. With regard to the Criminal Justice Bill, he, also, wished it well. He was almost afraid of saying he hoped it would be carried through the House of Lords again, because he himself carried it through that House, and immediately afterwards Parliament was dissolved. The Lord Chancellor had carried it through, and again Parliament was dissolved. He was afraid to say he wished it to be carried through next year, as he should be wishing a short life to the coming Parliament. He thought it contained some very valuable provisions, such as the extension of jurisdiction of quarter sessions and next of petty sessions and those as to probation, which were dictated by long experience of the system and which would give it, he thought, useful and extended effect. He hoped the Bill would receive within a short time sanction. He knew that all of them wished at heart for the impartial and efficient administration of justice. He believed that if the duties of the magistrates were carried on as they had been carried on for so many generations, with great and increasing regard to the benefit of the country as a whole, these institutions, like other old institutions, would long endure and continue to render great service to the country.

Mrs. BARROW CADBURY, J.P. (Birmingham), spoke with regard to the difficulties of administering the Children's Act and the Probation Act.

Colonel CHALONER (Stockport) moved, and Vice-Admiral GRANT (Penge) seconded, a vote of thanks to the Lord Chancellor, which was carried with acclamation.

## Bristol Incorporated Law Society.

Report of the Council presented at the Fifty-fourth Annual Meeting, 1924.

Pursuant to the articles of association the Council present their annual report:—

*Legislation.*—The Council draw attention to the following Acts of Parliament, 13 & 14 Geo. 5, and 14 & 14 & 15 Geo. 5: Agricultural Wages (Regulation); Carriage of Goods by Sea; County Courts; Finance; Housing (Financial Provisions); National Insurance (Cost of Medical Benefit); National Health Insurance, and Prevention of Evictions.

*Legal Education—School of Law.*—A grant of £500 has this year been received from The Law Society by the Bristol and District Board of Legal Studies. Courses of lectures have been given as follows: Six for final students, four of these being given by Mr. Malcolm M. Lewis, M.A., LL.B. Cantab, Director of Legal Studies, on Conveyancing, Landlord and Tenant and Mortgages, Equity, and Company Law and Partnership; and two by Mr. A. M. Wilshere, M.A., LL.B., on Contract and Agency, and Bills of Exchange, Sale of Goods and Insurance; and six for intermediate students on the Subject Matter of Stephen's Commentaries, three being given by Mr. Lewis and three by Mr. W. W. Veale, LL.B. Lond. Mr. Lewis also gave two courses of lectures on Jurisprudence and one on Constitutional Law. The total number of students attending these lectures was twenty. Five attended from Bath, two from Gloucester, one from Swindon and one articled at Brighton, the remaining eleven being local students.

During the year seventeen articled clerks passed the examinations of The Law Society, of whom seven passed the final examination, three the intermediate (legal portion), and seven the book-keeping portion only.

A prize to the value of £6 6s. has been awarded Mr. L. S. Vassall, B.A. Oxon, articled to Mr. H. T. Locock, B.A., who obtained a second class at the Honours Examination held in November, 1923. Mr. K. H. Bain, articled to Mr. F. J. Press, has been awarded a Law Society Studentship (Class B) tenable for three years. Mr. Bain has, since the commencement of his articles, been a regular attendant at the lectures.

Mr. Barry has been re-nominated by the Council as an extraordinary member of the Council of The Law Society. The Council wish strongly to urge that all members of this Society should also be members of The Law Society, particularly in view of the privilege possessed by this Society, and shared only with the Societies of Liverpool, Birmingham and Manchester, of nominating an extraordinary member of the Council, and in view also of the fact that The Law Society makes a grant of £500 towards the expenses of the Bristol Board of Legal Studies above mentioned. The subscription for country members is £1 11s. 6d. It is obvious that the hands of the Council of The Law Society would be immensely strengthened if practically all the solicitors throughout the country were members.

The Council regret to have to report the deaths of Mr. H. R. Lowther and Mr. J. N. C. Pope. Mr. Pope served on the Council from 1892 to 1922, being joint hon. secretary 1893 to 1901, joint hon. secretary and treasurer 1901 to 1912, and president for the year 1914-15.

The members of the Council retiring by rotation are Mr. J. C. Glyde, Mr. E. A. Harley and Mr. M. H. Laxton. The Council nominate Mr. E. A. Harley for re-election in exercise of their power under the 4th article of association.

W. S. A. BROWN, *President.*
CYRIL MEADE-KING } *Hon. Secs.*
S. J. BAYLISS }

September, 1924.

## Solicitors' Benevolent Association.

The usual monthly meeting was held at The Law Society's Hall, Chancery Lane, London, on the 15th inst., Mr. E. F. Knapp-Fisher in the chair. The other directors present were Messrs. E. R. Cook, T. S. Curtis, H. A. H. Newington, R. W. Poole, P. J. Skelton (Manchester), M. A. Tweedie, and A. B. Urmston (Maidstone); £991 was distributed in grants to necessitous cases; 126 new members were admitted; Mr. B. A. Wightman (Sheffield) and Mr. Francis R. James (Hereford) were elected directors.

## Conference of Certified Accountants.

The Autumnal Conference of Certified Accountants this year is being held in Harrogate at the invitation of the Yorkshire members of the London Association of Accountants. On Friday, the Mayor of Harrogate received the members attending. On the morning of 25th October, Mr. John N. Biggar, the President of the Association, will deliver his Presidential address. For the afternoon, trips to places of historical interest have been arranged, followed by a reception and banquet in the evening.

On 27th October, the members will proceed to Ilkley and, returning later to Harrogate, will be the guests of the Yorkshire branches at a tea at the Hotel Majestic.

## Stock Exchange Prices of certain Trustee Securities.

**Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 6th November.**

| | Middle Price. 22nd Oct. | Interest Yield. £ s. d. |
|---|---|---|
| **English Government Securities.** | | |
| Consols 2½% .. .. .. .. | 57⅞ | 4 7 0 |
| War Loan 5% 1929-47 .. .. .. | 102⅜ | 4 17 0 |
| War Loan 4½% 1925-45 .. .. .. | 98½ | 4 11 6 |
| War Loan 4% (Tax free) 1929-42 .. .. | 100 | 3 19 6 |
| War Loan 3½% 1st March 1928 .. .. | 96⅜ | 3 12 6 |
| Funding 4% Loan 1960-90 .. .. .. | 90 | 4 9 0 |
| Victory 4% Bonds (available at par for Estate Duty) .. .. .. .. | 92⅛ | 4 7 0 |
| Conversion 4½% 1940-44 .. .. .. | 98⅜ | 4 11 6 |
| Conversion 3½% Loan 1961 .. .. | 78⅜ | 4 9 0 |
| Local Loans 3% 1921 or after .. .. | 66⅞ | 4 10 0 |
| India 5½% 15th January 1932 .. .. | 101⅞ | 5 8 0 |
| India 4½% 1950-55 .. .. .. .. | 85½xd | 5 5 0 |
| India 3½% .. .. .. .. .. | 65½ | 5 7 0 |
| India 3% .. .. .. .. .. | 56 | 5 7 0 |
| **Colonial Securities.** | | |
| British E. Africa 6% 1946-56 .. .. | 113½ | 5 6 0 |
| South Africa 4% 1943-63 .. .. .. | 90½ | 4 8 6 |
| Jamaica 4½% 1941-71 .. .. .. | 95½ | 4 14 6 |
| New South Wales 4½% 1935-45 .. .. | 96 | 4 13 6 |
| W. Australia 4½% 1935-65 .. .. .. | 96 | 4 13 6 |
| S. Australia 3½% 1926-36 .. .. .. | 85½ | 4 2 0 |
| New Zealand 4½% 1944 .. .. .. | 96 | 4 14 0 |
| New Zealand 4% 1929 .. .. .. | 95½ | 4 3 6 |
| Canada 3% 1938 .. .. .. .. | 83½ | 3 12 0 |
| Cape of Good Hope 3½% 1929-49 .. .. | 81 | 4 6 6 |
| **Corporation Stocks.** | | |
| Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn. .. .. .. .. | 54 | 4 12 6 |
| Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn. .. .. .. .. | 66 | 4 11 0 |
| Birmingham 3% on or after 1947 at option of Corpn. .. .. .. .. .. | 65½ | 4 12 0 |
| Bristol 3½% 1925-65 .. .. .. | 77 | 4 11 0 |
| Cardiff 3½% 1935 .. .. .. .. | 89 | 3 18 6 |
| Glasgow 2½% 1925-40 .. .. .. | 74xd | 3 7 6 |
| Liverpool 3½% on or after 1942 at option of Corpn. .. .. .. .. .. | 77½ | 4 10 0 |
| Manchester 3% on or after 1941 .. .. | 66 | 4 11 0 |
| Newcastle 3½% irredeemable .. .. | 75½ | 4 13 0 |
| Nottingham 3% irredeemable .. .. | 64½ | 4 13 0 |
| Plymouth 3% 1920-60 .. .. .. | 69 | 4 7 0 |
| Middlesex C.C. 3½% 1927-47 .. .. | 82½ | 4 5 0 |
| **English Railway Prior Charges.** | | |
| Gt. Western Rly. 4% Debenture .. .. | 84½ | 4 14 6 |
| Gt. Western Rly. 5% Rent Charge .. | 103½ | 4 16 6 |
| Gt. Western Rly. 5% Preference .. .. | 102 | 4 18 0 |
| L. North Eastern Rly. 4% Debenture .. | 83 | 4 16 0 |
| L. North Eastern Rly. 4% Guaranteed .. | 81½ | 4 18 0 |
| L. North Eastern Rly. 4% 1st Preference | 80½ | 4 19 6 |
| L. Mid. & Scot. Rly. 4% Debenture .. | 83½ | 4 16 0 |
| L. Mid. & Scot. Rly. 4% Guaranteed .. | 82 | 4 17 6 |
| L. Mid. & Scot. Rly. 4% Preference .. | 80½ | 4 19 6 |
| Southern Railway 4% Debenture .. .. | 83 | 4 16 6 |
| Southern Railway 5% Guaranteed .. | 101½ | 4 18 6 |
| Southern Railway 5% Preference .. .. | 100½ | 4 19 6 |

# Law Students' Journal.

## Law Students' Debating Society.

A meeting was held at The Law Society's Hall, Chancery-lane, on Tuesday, the 21st inst., at 7.30 p.m., Mr. Raymond Oliver in the chair.

Mr. D. E. Oliver proposed "That in the opinion of this House the public school system of education no longer fulfils modern requirements." Mr. L. F. Stemp opposed.

The following also spoke: Messrs. Chadwick, Russ, Grahman Denning, Docking, Miss Morrison, Rev. Spurrell, Messrs. Turner, Strellett and Schnadhorst and Miss Johnson.

The opener having replied, the motion was carried by three votes.

There were present nineteen members and two visitors.

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At a meeting of the Society held at The Law Society's Hall on Tuesday, the 14th inst. (Chairman, Mr. John F. Chadwick), the subject for debate was: "That the case of *McCreagh* v. *Cox*, 1923, 39 T.L.R. 484, was wrongly decided." Mr. J. J. Davies opened in the affirmative; Mr. M. C. Batten seconded in the affirmative. Mr. W. M. Pleadwell opened in the negative; Mr. W. S. Jones seconded in the negative. The opener having replied, the motion was lost by six votes. There were sixteen members and one visitor present.

# The Visit of the American Bar.

We have pleasure in reprinting the following Article from the *Central Law Journal* of 5th September:—

The long contemplated and much debated visit of American judges and lawyers to England is an accomplished fact. It will necessarily be viewed from two phases—social and educational—both of which were a marked success. The result may be analyzed from two aspects, both pregnant with potential good, for it is not too much to say that both the law and its administration and citizenship will be bettered by new inspirations and fresh concepts.

Because of its pleasurable influences the mind turns first to the social view. That may be best portrayed by the simple assertion that a great people, counting the perfection of conventions and civilization through the centuries, were at their best as hosts, if one may imagine a cultured Englishman as having another side to his social demeanor. Impressively intermingled with the exquisite hospitality of modernity was the formal stateliness and gorgeous grandeur of the ages. History, known only upon the rigid type of the printed page, or in the rich imagination of the reader under the stimulation of fulsome description, suddenly stepped forth in living energy. Learned men stood forth astonished and even awed at this happy mingling of antiquity and modernity, carefully staged by a thoughtful host, for the entertainment and education of the American lawyers.

The picture had its useful side. It was out of such scenes that the great common law gradually grew into the perfection that has marked it to this day—that has stood as a mighty host between the prince and the people and between power and weakness, drawing its strength from a true concept of justice between man and man, and disdaining those periodical convulsions of human passions that ever and anon would upturn or destroy the great principles that have made possible and now assure modern civilization and the Christianity consonant therewith.

And thus the American lawyer felt himself drawn to the second view of his visit. This was its object. He knew he would enjoy English hospitality and ancient English historical scenes, but there was something even higher that he came to seek and found. As he worshipped in the Hall of William Rufus, he was enabled truly to worship and to thank the Great Maker for what he now enjoyed in government and social and spiritual relations, as he saw about the tangible evidences of the centuries of its making, for well nigh ten centuries of struggle stood behind him.

If here was the seat of the common law, then here was the common cradle of both English and American juridical institutions—it was the common property of both as the common law was the common heritage of both. Americans and Englishmen were visiting a common shrine and at that moment they were as one in inspiration, in visualization and in the noble determination, that, whatever befell, their lives were henceforth dedicated in unison to the protection and propagation of the spirit and substance of that law that has made possible a real freedom, equal opportunity and unbought justice, wherever the sunlight of its benign spirit has shone upon a world darkened by superstition, ignorance, tyranny, chicanery and greed, oftener done in the name of the law and the Church, than through private enterprise.

As the American lawyer passed about a noble city, rich in juridical history, viewed the spot where Blackstone strove in the ancient Inns of Court, or stood with uncovered head in the Temple Church where lie the effigies of a few of the Knights who fought the first battles of an enlightening Christianity against a supersitious paganism, there came to him a realization of the earliest conception of and striving for organized law and order, that right and not might should measure human relations. He knew that government, law and civilization were not the work of an individual, nor the task of a day, nor a year, nor a century. He stood convinced that it was the costly struggle of fading time, slow in its growth but certain in its achievement, cruel in its workings but merciful in its end. It still grew, but the splendid time in which he lived evidenced results that well nigh mark maturity. The men whose memories were perpetuated by these effigies were to him not objects of envy but of gratitude, for what the Knights had done and for precious memories, obligations and benefits they recalled.

It was around this scene that the Inns of Court have arisen out of antiquity and it is here that the English lawyer receives his education, his inspiration and his training. Is there reason to wonder at his high conceptions of professional duty and ethics? Is there excuse for a possible departure from these high standards? May not the institution of the common law be safely entrusted in his care? May not the American lawyer profit by closer association? May not the two great Bars equally benefit? These questions seemed to have been answered in the affirmative, and American lawyers are bringing back a new and wholesome spirit and understanding of the common law and of England, of which Blackstone was the exemplar and Bryce the apostle. Time alone will interpret the good it will do not only to America but to the whole world.

THOMAS W. SHELTON.



# Legal News.

## Information Required.

**LOST WILL.—To Solicitors and Others.**—Any Solicitors holding or having prepared a Will for KATE MURRAY SESSIONS, late of Savile-row, are requested to communicate with Mrs. Henshaw, of 57, Eglinton-road, Donnybrook, Dublin, daughter of the said K. M. Sessions.

## Appointment.

Sir STANLEY FISHER, Kt. (Chief Justice, Cyprus), has been appointed to be the Chief Justice of Trinidad and Tobago.

## General.

The Ministry of Transport, in a letter read on the 16th inst., at a meeting of Manchester Watch Committee, stated that at the earliest opportunity legislation will be framed to provide for the testing of the capacity of motor drivers before the granting of licences.

At the annual meeting in Edinburgh last week of the Council of the Associated Stock Exchanges, which represents the twenty-two principal Stock Exchanges outside London, Mr. J. Corbett Lowe, chairman of the Liverpool Stock Exchange, presiding, considerable discussion took place in regard to the heavy burden imposed upon investors by the present stamp duty upon transfers of securities. It was felt that £1 per cent. was much too onerous a rate, and it was resolved to take whatever steps were open to the Council to press this point with the Treasury with a view to bringing about a reduction to the former rate of ten shillings per cent.

Messrs. Ernest Benn announce for immediate publication "The Local Authorities Diary and Abridgement of the Year's Changes in the Law," edited by Randolph A. Glen, M.A., LL.B., of the Middle Temple and Western Circuit, Barrister-at-Law, and editor of Glen's "Public Health" (1924 Edition) and of Glen's "District Councillor's Guide." This book will contain, in addition to Fletcher Moulton's Abridgement for 1925 (a digest, which is published annually, of the year's changes in the law, of Statutory Rules and Orders published in the twelve months ending 31st August, and of judicial decisions given during that time), a Diary, three days to a page, for the practical use of local government officials, town clerks, surveyors, inspectors, etc., with a special introduction and full notes under each day of the year, with duties to be performed by specially fixed dates by officers of all local authorities.

A Reuter's message from St. Johns (Newfoundland), of 13th October, says: The Supreme Court has upheld the decision of the Grand Jury which, on 9th October, rejected the indictment of Sir Richard Squires, an ex-Prime Minister, on the ground that the evidence of his former secretary was insufficient to warrant them finding a true bill. The judgment of a full bench was unanimous and was rendered in a written document of 2,000 words. After consideration of the affidavits filed on Saturday evening by the Sheriff and bailiffs describing the method of drawing and summoning of the jurors the court held that all the requirements of the law had been substantially satisfied and that the jury was competent to perform its functions. Then Sir Richard Squire's counsel moved to discharge Sir Richard Squires and his bondsmen, which motion was adjourned until to-morrow to enable the Crown to answer it.

A Reuter's message from New York, of 16th October, says: The Federal Court has decided that a steamship cannot be attached by the Government when members of the crew smuggle liquor or narcotics into the United States without the knowledge of the owners of the vessel. This judgment is a sequel to the case of the Royal Mail steamer "Orduna," against which proceedings were taken last March after prohibition agents had raided the vessel. The opinion of the court was that the ship must be "in possession of guilty persons with the consent of the owner to be subject to forfeiture." Either the owner or his agents must have some intentions to smuggle goods or violate the statute before its provision for forfeiture shall apply. That a vessel should be forfeited because of the conduct of a trespasser or person having no right of possession would seem a most unnecessarily harsh interpretation of this statute. The prosecuting officials have expressed their intention either of filing amended libel proceedings or appealing against the decision.

An address on bills of lading was delivered on the night of the 16th inst. at the City of London College to members of the grain trade by Mr. J. C. Singer. Sir Ernest Glover was in the chair. After describing in detail the features of bills of lading, Mr. Singer declared that the widely-accepted story that charter-parties were at first cut in two, one-half being handed to the master and the other to the cargo owner, was a fable. He suggested that the contract was written out twice on a single sheet of paper and that it was then divided into two, the signatures appearing on each portion. Each party could then guard against fraud by adopting the simple test of fitting the two portions together to see if they had been one whole and by comparing the signatures. Mr. Singer remarked that the present was a most opportune time for extending the principle of mutual good will and negotiation between shipowners and merchants. He thought that no better augury for the future was wanted than the result of the very delicate negotiations which were conducted between shipowning representatives and merchants' representatives, in connection with the draft International Convention of Bills of Lading that formed the basis of the British Carriage of Goods by Sea Act, 1924.

**Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, Sir Chas. H. Morton, Sir Kingsley Wood and Mr. W. H. Norton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.**

The escapade of a Shrewsbury boy, says the *Oswestry and Border Counties* for 1st October, of six years old was related to the Shrewsbury borough magistrates on Thursday, when, at the children's court, he was charged with the theft of a £1 note, the property of Thomas Joy, of 89, Frankwell, Shrewsbury. Joy stated that on 31st August he was returning from a cycle ride, and saw the boy enter the house. He saw the boy, with a drawer on an armchair, and asked him what he was doing there. The boy said that he was looking for something, and before he left the house, witness discovered that a £1 note was missing. He followed the boy to his home, but although he searched in the yard, and the boy was stripped, they could not find the note. The boy repeatedly denied having taken it. Several other witnesses were called, and the evidence was to the effect that the boy placed a box of sweets on a perambulator, and told the lady to give them to her little boy. The boy had bought sweets from several shops. His aunt said he told her he earned the money by carrying bags to the station, but later, he admitted having taken the money. He said he had spent some of the money on pen-knives and sweets, and had hidden six shillings in a piece of rag in the Quarry, and he had left one shilling on a doorstep. The shilling was later discovered, but the money hidden in the Quarry was not recovered. The boy admitted to the police that he had taken the money, and said he was very sorry. The magistrates bound him over for twelve months. The stepfather was ordered to pay 30s. costs, and offered to repay the £1 to Mr. Joy.

# Court Papers.

## Supreme Court of Judicature.

*Crown Office,*
*House of Lords, S.W.1.*
*15th October*, 1924.

Days and places fixed for holding the Autumn Assizes, 1924:

### SOUTH EASTERN CIRCUIT.

Mr. Justice SWIFT.

Monday, October 20th, at Cambridge.
Thursday, October 23rd, at Norwich.
Wednesday, October 29th, at Ipswich.
Monday, November 3rd, at Chelmsford.
Wednesday, November 19th, at Hertford.
Saturday, November 22nd, at Maidstone.
Monday, December 1st, at Guildford.
Monday, December 8th, at Lewes.

### WESTERN CIRCUIT.

(2nd Portion).

Mr. Justice GREER.

Monday, November 10th, at Bristol.
Saturday, November 15th, at Winchester.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No 1. | Mr. Justice Eve. | Mr. Justice Romer. |
|---|---|---|---|---|
| Monday Oct. 27 | Mr. Ritchie | Mr. More | Mr. Synge | Mr. Ritchie |
| Tuesday ...28 | Synge | Jolly | Ritchie | Synge |
| Wednesday 29 | Hicks Beach | Ritchie | Synge | Ritchie |
| Thursday ..30 | Bloxam | Synge | Ritchie | Synge |
| Friday .....31 | More | Hicks Beach | Synge | Ritchie |
| Saturday Nov. 1 | Jolly | Bloxam | Ritchie | Synge |

| Date. | Mr. Justice Astbury. | Mr. Justice Lawrence. | Mr. Justice Russell. | Mr. Justice Tomlin. |
|---|---|---|---|---|
| Monday Oct. 27 | Mr. More | Mr. Jolly | Mr. Bloxam | Mr. Hicks Beach |
| Tuesday ...28 | Jolly | More | Hicks Beach | Bloxam |
| Wednesday .29 | More | Jolly | Bloxam | Hicks Beach |
| Thursday ..30 | Jolly | More | Hicks Beach | Bloxam |
| Friday .....31 | More | Jolly | Bloxam | Hicks Beach |
| Saturday Nov. 1 | Jolly | More | Hicks Beach | Bloxam |

# Winding-up Notices.

**JOINT STOCK COMPANIES.**
**LIMITED IN CHANCERY.**

**CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.**

*London Gazette.*—FRIDAY, October 17.

UNION FISH SELLING CO. LTD. Oct. 21. G. S. Temple, 1, Falconer-chambers, Huntriss-row, Scarborough.
NORTHAMPTON CINEMA CO. LTD. Nov. 18. A. H. Partridge, 3, Warwick-court, Gray's Inn.
THE NEWART WORKS LTD. Oct. 24. Ernest E. Hill.
LILO OIL PRODUCTS CO. LTD. Nov. 28. E. R. Metcalfe, 78A, Mosley-st., Manchester.
WILLIMONTS LTD. Nov. 29. Edmund C. Wright, 66, Victoria-st., S.W.1.
HANTS & DORSET STORES LTD. Nov. 7. A. W. Goodfellow, 48, Gresham-st.

*London Gazette.*—TUESDAY, October 21.

S. & J. H. HOLGATE LTD. Nov. 18. Ernest Smith, 7, Grimshaw-st., Burnley.
BERWINDVALE STEAMSHIP CO. LTD. Nov. 3. Frank Turner, 31, James-st., Liverpool.
FELPHAM MOTOR WORKS LTD. Nov. 19. Ernest M. West, 27, London-rd., Bognor.
EMLEY & SONS LTD. May 4. J. W. Armstrong, 2, Collingwood-st., Newcastle-upon-Tyne.
MORNING STAR SUNDRIES LTD. Nov. 21. William Wardingley, Alliance-chmbrs., Horsefair-st., Leicester.

# Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, October 17.

Anglo Lithuanian Oil Works Ltd.
The Crittall Manufacturing Co. Ltd.
Northampton Glue Co. Ltd.
The Wilnecote School Boot Co. Ltd.
The Great Yarmouth Fish Selling & Curing Co. Ltd.
S. Blake & Co. Ltd.
The British Equatorial Oil Co. Ltd.
W. C. Dyson Ltd.
Powell, Gibb & Taylor Ltd.
Day Reflectograph Co. Ltd.
Wilson's Café (Blackpool) Ltd.
C. Evans Ltd.
Parton, Son & Co. Ltd.
R. A. Harper Ltd.
Marinite Ltd.
A. B. Beckett Ltd.
Wright, Ridgway & Wright Ltd.
L. Shaw (1914) Ltd.
Willimonts Ltd.
De Lank Elvan Co. Ltd.
Union Fish Selling Co. Ltd.

*London Gazette.*—TUESDAY, October 21.

Marjorie Lowther Ltd.
The Chiswick & West London Bowling & Tennis Club (1906) Co. Ltd.
Felpham Motor Works Ltd.
Roof Gardens Ltd.
South-East Rand Investment Co. Ltd.
African Development and General Trust Ltd.
The Northwich Drill Shed Co. Ltd.
Madame Stephanie Ltd.
George Heath (1920) Ltd.
J. & H. Robinson (Rochdale) Ltd.
Stearn Electric Lamp Co. Ltd.
Humber Fishing & Fish Manure Co. Ltd.
Berg Shipping Co. Ltd.
Berwindvale Steamship Co. Ltd.
Batavia Oilfields Ltd.
Canons Park Estate Co. Ltd.
The British Spring and Trading Co. Ltd.
Moro Ltd.
Charles Wall (Provisions) Ltd., Nottingham.
Associated China Clays Ltd.
Beattie Ltd.
Frederick Riley (Plumbers) Ltd.
Hartfield Garage Ltd.
Edney Young & Co. Ltd.
Midland Buildings Ltd.
Moore of Trafford Park Ltd.
Walisend Natal Collieries Ltd.
The Melbourne Taxi-Cab Mutual Supply Co. Ltd.
International Oil Lands Ltd.
Walmor Ltd.
The Howes Soap and Chemical Co. Ltd.

# Bankruptcy Notices.

**RECEIVING ORDERS.**

*London Gazette.*—TUESDAY, October 14.

ALBAN, JOHN, Alconbury, Hunts, Carting Contractor. Peterborough. Pet. Oct. 10. Ord. Oct. 10.
ANTHONY, DAVID, Llansamlet, Glam., Underground Haulier. Swansea. Pet. Oct. 10. Ord. Oct. 10.
ASHCROFT, JOHN W., Gateshead, Motor Haulage Contractor. Newcastle-upon-Tyne. Pet. Oct. 9. Ord. Oct. 9.
BAILEY, SARAH A., Rhyl, Milliner. Bangor. Pet. Oct. 9. Ord. Oct. 9.
BARBER, JOHN S., Walsall, Currier. Walsall. Pet. Oct. 9. Ord. Oct. 9.
BLADON, ADA D., Swindon, Milliner. Swindon. Pet. Oct. 10. Ord. Oct. 10.
BOORSTEIN, PHILLIP, Maida Vale, Ladies' Outfitter. Greenwich. Pet. Oct. 8. Ord. Oct. 8.
BRUCE, JOHN M., Parton, Cumberland, Fitter. Whitehaven. Pet. Oct. 8. Ord. Oct. 8.
COLLINS, FREDERICK J., Bristol, Motor Engineer. Bristol. Pet. Oct. 9. Ord. Oct. 9.
CROSLAND, WILLIAM B., Oldham, Draper. Oldham. Pet. Oct. 10. Ord. Oct. 10.
CUNNINGHAM, ANDREW, Carlisle, Seed Merchant. Carlisle. Pet. Oct. 10. Ord. Oct. 10.
DIPLOCK, ARTHUR, Crowborough, Outfitter. Tunbridge Wells. Pet. Oct. 6. Ord. Oct. 6.
DORE, WALTER C., Colchester, Milliner. Colchester. Pet. Sept. 27. Ord. Sept. 27.
FOGARTY, JOHN H., New Edlington, nr. Doncaster, Fruiterer. Sheffield. Pet. Oct. 8. Ord. Oct. 8.
GRANT, Lt.-Com. HUGH D., Pall Mall. High Court. Pet. Sept. 11. Ord. Oct. 8.
GREER, ERNEST A., Rugby, Stationer. Coventry. Pet. Oct. 9. Ord. Oct. 9.
HAILES, IVOR V., Cardiff. Cardiff. Pet. Sept. 24. Ord. Oct. 7.
HAMMOND, SYDNEY, Great Grimsby, Fish Merchant. Great Grimsby. Pet. Oct. 11. Ord. Oct. 11.
JONES, ALBERT E., Shrewsbury, Poultry Farmer. Shrewsbury. Pet. Oct. 10. Ord. Oct. 10.
KINDELL, ALBERT A. G., Kingston Hill, Surrey. Kingston. Pet. April 9. Ord. Oct. 9.
LAMBERT, FRANK, Barnes. Wandsworth. Pet. Sept. 10. Ord. Oct. 9.
LANE, H., Hove. Brighton. Pet. Aug. 22. Ord. Oct. 10.
LAVENDER, HORACE, Bradford. Draper. Bradford. Pet. Sept. 13. Ord. Oct. 9.
LAWN, WILLIAM T., Aberford, Joiner, and LAWN, FRANK, Aberford, Farmer. Harrogate. Pet. Oct. 10. Ord. Oct. 10.
LONGBOTTOM, SAMUEL, Heckmondwike, Bootmaker. Dewsbury. Pet. Oct. 11. Ord. Oct. 11.
MALLETT, ALFRED B., Falmouth, Costumier. Truro. Pet. Oct. 9. Ord. Oct. 9.
MAY, HARRY, Stretford, Yarn Salesman. Salford. Pet. Sept. 16. Ord. Oct. 8.
MAYNE, THOMAS, Streatham, Commission Agent. Wandsworth. Pet. Oct. 9. Ord. Oct. 9.
MITCHELL, GEORGE A., Grantham, Medical Practitioner. Nottingham. Pet. Oct. 9. Ord. Oct. 9.
PEARLMAN, ROBERT B., Regent-st., Cigar Merchant. High Court. Pet. Aug. 28. Ord. Oct. 9.
PICKETT, WILLIAM H., Redlynch, Wilts, Smallholder. Salisbury. Pet. Oct. 11. Ord. Oct. 11.
PILKINGTON, LESLIE, Salford. Blackburn. Pet. Sept. 23. Ord. Oct. 3.
RODGERS, WILLIAM, Great Grimsby, Skipper. Great Grimsby. Pet. Oct. 10. Ord. Oct. 10.
SPEARS, ALFRED, Derby, Commercial Traveller. Derby. Pet. Oct. 10. Ord. Oct. 10.
THOMAS, LEONARD, Whitehaven, Builder. Whitehaven. Pet. Oct. 8. Ord. Oct. 8.
THOMAS, WILLIAM, Salford, Engineer. Salford. Pet. Aug. 9. Ord. Oct. 8.
TRAFFORD, CHARLES, Liverpool, Motor Haulage Contractor. Liverpool. Pet. Oct. 10. Ord. Oct. 10.
TREVOR, JOSEPH, Runcorn, Chester, Greengrocer. Warrington. Pet. Oct. 10. Ord. Oct. 10.
TREZISE, WILLIAM, Cambridge, Tailor. Cambridge. Pet. Oct. 10. Ord. Oct. 10.
TYLER, LEONARD, Leicester, Builder. Leicester. Pet. Sept. 27. Ord. Oct. 10.
WILLIAMS, EVAN J., Swansea, Wholesale Draper. Swansea. Pet. Oct. 9. Ord. Oct. 9.
YOUNG, WILLIAM H., Bradford, Motor Engineer. Bradford. Pet. Oct. 9. Ord. Oct. 9.
ZEALANDER, HARRY, Bishopsgate. High Court. Pet. Aug. 29. Ord. Oct. 9.

Amended Notice substituted for that published in the *London Gazette* of 30th September, 1924:

ROBERTS, THOMAS D, Llansamlet, Glam., Metal Merchant, Swansea. Pet. Aug. 13. Ord. sept. 26.

*London Gazette.*—FRIDAY, October 17.

ALLDERSEA, ALFRED, East Kirkby, Notts, Boot Dealer. Nottingham. Pet. Oct. 13. Ord. Oct. 13.
ALLEN, ALFRED W., Leicester, Hosiery Manufacturer. Leicester. Pet. Oct. 15. Ord. Oct. 15.
BECKETT, HENRY, Newton, near Hyde, Farmer. Ashton-under-Lyne. Pet. Oct. 15. Ord. Oct. 15.
BENSON, CLARA E., Blackpool, Café Proprietress. Blackpool. Pet. Oct. 13. Ord. Oct. 13.
BLACKBURN, GEORGE J., Great Sutton, Farmer. Birkenhead. Pet. Oct. 10. Ord. Oct. 10.
BLISS, MARY, Westbourne, Hants, Blouse Specialist. Poole. Pet. Oct. 14. Ord. Oct. 14.
BOSWELL, DONALD R., Great Yarmouth, Commercial Traveller. Great Yarmouth. Pet. Oct. 3. Ord. Oct. 15.
BROMFIELD, WILLIAM A., Brynhyfryd, Riveter's Mate. Swansea. Pet. Oct. 14. Ord. Oct. 14.
CADE, WILLIAM S., Glentworth, Lincs, Farmer. Lincoln. Pet. Oct. 11. Ord. Oct. 11.
CARPENTIER, Captain R., Sialkot, Punjab, India. High Court. Pet. May 29. Ord. Oct. 10.
CHAPMAN, HARRY, Brentwood, Baker. Chelmsford. Pet. Sept. 16. Ord. Oct. 13.
CHRISTIAN, ALBERT W., Great Grimsby, Ironmonger. Great Grimsby. Pet. Oct. 13. Ord. Oct. 13.
COLLINS, A., Shoreditch, Blouse Manufacturer. High Court. Pet. Sept. 11. Ord. Oct. 13.
DAVIES, THOMAS E., Ascot, Farm Bailiff. Windsor. Pet. Oct. 13. Ord. Oct. 13.
DOHERTY, HUGH, Buckingham-gate, S.W. High Court. Pet. June 30. Ord. Oct. 10.
DUNN, REGINALD P., Maltby, Yorks, Haulage Contractor. Sheffield. Pet. Oct. 15. Ord. Oct. 15.
ELSTON, ALBERT E., Acton Vale, Upholsterers' Spring Maker. High Court. Pet. Oct. 13. Ord. Oct. 13.
FOSTER, ROBERT, Wigan, Wholesale Confectioner. Wigan. Pet. Oct. 15. Ord. Oct. 15.
GANNON, ANN, Whitecross-st., China and Glass Dealer. High Court. Pet. Oct. 10. Ord. Oct. 10.
GILCHRIST, MARY, Weston, near Runcorn, Chester, Grocer. Warrington. Pet. Oct. 14. Ord. Oct. 14.
GOODWORTH, GEORGE G., Darrington, Innkeeper. Wakefield. Pet. Oct. 14. Ord. Oct. 14.
HARLAND, GOWAN, St. Mary Axe. High Court. Pet. May 27. Ord. Oct. 13.
HARRISON, ALFRED, Sheffield, Button Hook and Scissor Manufacturer. Sheffield. Pet. Oct. 15. Ord. Oct. 15.
HARRISON, LEONARD W., Watlington, Norfolk, Corn Merchant. King's Lynn. Pet. Oct. 10. Ord. Oct. 10.
HARVEY, CHARLES, Great Crosby, Tailor. Liverpool. Pet. Oct. 13. Ord. Oct. 13.
HOWELL, VICTOR C., Docking, Norfolk, Grocer. Norwich. Pet. Oct. 15. Ord. Oct. 15.
HULL, CHARLES F. H., Hockley, Essex. Chelmsford. Pet. Sept. 24. Ord. Oct. 13.
HUNNYBUN, WILLIAM, Maddox-st., Estate Agent. High Court. Pet. Oct. 11. Ord. Oct. 11.
HYDE, HENRY, Worcester, Furniture Dealer. Worcester. Pet. Oct. 14. Ord. Oct. 14.
INGLIS, HUGH McL., Acomb, Yorks, Assistant Electrical Engineer. York. Pet. Oct. 14. Ord. Oct. 14.
IREDALE, THOMAS, Witton Gilbert, Durham, Grocer. Durham. Pet. Oct. 14. Ord. Oct. 14.
JONES, EVAN, Scarborough, Master Painter. Scarborough. Pet. Oct. 14. Ord. Oct. 14.
LEE, THEOPHILUS, Bradford. Motor Garage Proprietor. Bradford. Pet. Oct. 13. Ord. Oct. 13.
MIDWOOD, JOE, Kirkheaton, near Huddersfield, Carting Agent. Huddersfield. Pet. Oct. 15. Ord. Oct. 15.
MUIR, WILLIAM C. N., Cardiff, Builder. Cardiff. Pet. Oct. 14. Ord. Oct. 14.

NICHOLLS, WILLIAM, Edgware-rd., Tailor. High Court. Pet. Oct. 13. Ord. Oct. 13.
PICKARD BROS., Nottingham, Builders. Nottingham. Pet. Oct. 1. Ord. Oct. 14.
PRESSMAN, H., Stepney Green, Tobacco Dealer. High Court. Pet. Sept. 18. Ord. Oct. 9.
RASMUSSEN, CARL C., Great Grimsby, Butcher. Great Grimsby. Pet. Oct. 14. Ord. Oct. 14.
REES, LLEWELLYN, Briton Ferry, Glam, Tinworker. Neath. Pet. Oct. 15. Ord. Oct. 15.
ROBERTS, GEORGE A., Ellesmere, Salop, Produce Merchant. Wrexham. Pet. Sept. 15. Ord. Oct. 14.
ROBINSON, THOMAS, Grange-over-Sands, Grocer. Barrow-in-Furness. Pet. Oct. 14. Ord. Oct. 14.
SHARMAN, HARRY, Oakington, Cambridge, Farmer. Cambridge. Pet. Oct. 14. Ord. Oct. 14.
SIMPSON, K. M., Victoria-st., S.W., Solicitor. High Court. Pet. June 16. Ord. Oct. 9.
SMITH, SIDNEY R. E., Great Yarmouth, Plumber. Great Yarmouth. Pet. Oct. 13. Ord. Oct. 13.
SPAIN, ISAAC W., Sunderland, Boatbuilder. Sunderland. Pet. Sept. 26. Ord. Oct. 13.
STROUD, PHILIP, Bournemouth, Estate Agent. Poole. Pet. Oct. 14. Ord. Oct. 14.
TAYLOR, ALFRED, Goldthorpe, near Rotherham, Haulage Contractor. Sheffield. Pet. Oct. 13. Ord. Oct. 13.
TIMBERLAKE, FREDERICK W., Canton, Cardiff. Cardiff. Pet. Sept. 27. Ord. Oct. 14.
TOWNLEY, MARY J., Manchester, Greengrocer. Manchester. Pet. Oct. 14. Ord. Oct. 14.
TRAUGOTT, MAURICE, Lower Clapton, Draper. High Court. Pet. Oct. 13. Ord. Oct. 13.
WAKEFIELD, THOMAS W., Macclesfield, Outfitter. Macclesfield. Pet. Oct. 13. Ord. Oct. 13.
WALLACE, WILLIAM, Hinckley, Leicester, Confectioner. Leicester. Pet. Oct. 13. Ord. Oct. 13.
WHALLEY, RICHARD, Blackburn, Carting Agent. Blackburn. Pet. Oct. 15. Ord. Oct. 15.
Amended Notice substituted for that published in the *London Gazette* of Sept. 30, 1924 :—
BLACKFRIARS PAPER MILLS SUPPLY STORES, Blackfriars-rd., S.E. High Court. Pet. Oct. 9. Ord. Sept. 19.

*London Gazette.*—TUESDAY, October 21.

ANSELL, Capt. A. E., Andover, Caterer. Salisbury. Pet. July 14. Ord. Oct. 16.
BIRDS, GEORGE, Heaton Park, Lancs, Corn Dealer. Salford. Pet. Oct. 17. Ord. Oct. 17.
BOWEN, JOSIAH, Tylorstown, Glam, Colliery Haulier. Pontypridd. Pet. Oct. 18. Ord. Oct. 18.
CASS, JAMES, Great Grimsby, Confectioner. Great Grimsby. Pet. Oct. 17. Ord. Oct. 17.
CLARKE, JAMES W., Andover, Hants. Salisbury. Pet. Sept. 17. Ord. Oct. 16.
CLIFFORD, WILLIAM E., Hanworth, Norfolk, Farmer. Norwich. Pet. Oct. 17. Ord. Oct. 17.
COOKE, ARTHUR E., East Sheen, Speciality Salesman. Wandsworth. Pet. Oct. 17. Ord. Oct. 17.
CRAWLEY, FRANCIS, Blackburn, Motor Car Engineer. Blackburn. Pet. Oct. 2. Ord. Oct. 17.
DAVIS, WILLIAM, Aylesbury, Tailor. Aylesbury. Pet. Oct. 18. Ord. Oct. 18.
EDMUNDS, JAMES H., Ipswich, Butcher. Ipswich. Pet. Oct. 13. Ord. Oct. 13.
EVANS, WILLIAM N., Penllwyn Park, Carmarthen, Commission Agent. Carmarthen. Pet. Sept. 3. Ord. Oct. 14.
FAITHFULL, GILBERT, North Boarhunt, Hants, Market Gardener. Portsmouth. Pet. Oct. 15. Ord. Oct. 15.
FISHER, LOUISA, Uppermill, York, Tailor and Outfitter. Oldham. Pet. Oct. 15. Ord. Oct. 15.
GALLAFANT, ARTHUR W., Middlesbrough, Coal Merchant. Middlesbrough. Pet. Oct. 16. Ord. Oct. 16.
GOUGH, ARTHUR, Croydon, Motor Dealer. St. Albans. Pet. Sept. 24. Ord. Oct. 15.
HARRISON, ERNEST, and BRADBURY, JOHN C., Manchester, Upholsterers. Manchester. Pet. Oct. 17. Ord. Oct. 17.
HEAFIELD, FREDERICK W., Birmingham, Clerk. Birmingham. Pet. Oct. 14. Ord. Oct. 14.
HIGGENS, REGINALD, Pall Mall. High Court. Pet. Sept. 8. Ord. Oct. 15.
HOBDAY, HAROLD G., Pall Mall, Financial Agent. High Court. Pet. Oct. 18. Ord. Oct. 18.
HUMAN, HERBERT, Cambridge, Farmer. Cambridge. Pet. Oct. 16. Ord. Oct. 16.
JENKINS, DAVID J., Cardigan, Monumental Mason. Carmarthen. Pet. Oct. 17. Ord. Oct. 17.
JONES, RACHEL M., Glanamman, Draper. Carmarthen. Pet. Oct. 18. Ord. Oct. 18.
LENTON, JOHN P., Mansfield, Caterer. Nottingham. Pet. Oct. 16. Ord. Oct. 16.
MORE, KATHLEEN F. M., Kensington. High Court. Pet. Aug. 29. Ord. Oct. 17.
NEWTON, ALICE M., Mountain Ash, General Dealer. Aberdare. Pet. Oct. 16. Ord. Oct. 16.
NOKES, WILLIAM, St. Martins-place, W.C. High Court. Pet. Aug. 13. Ord. Oct. 15.
NORMAN, NORMAN J., Robert-st., Adelphi, W.C. High Court. Pet. Nov. 6, 1923. Ord. Oct. 15.
PALMER, JAMES J., Acton, Motor Engineer. Brentford. Pet. May 29. Ord. Oct. 13.
PARKER, THEOPHILUS, Horwich, Lancs, Cabinet Maker. Bolton. Pet. Oct. 16. Ord. Oct. 16.
PRATT, EDWARD B., Marple, Chester. Stockport Pet. Sept. 11. Ord. Oct. 17.
RANGECROFT, HAROLD DE Q., Jewin-crescent, Blouse Manufacturer. High Court. Pet. Oct. 3. Ord. Oct. 17.
RICHARDS, JOHN E., Llandudno, Fruiterer. Bangor. Pet. Oct. 13. Ord. Oct. 13.
ROBINSON, IMMER, Doodyke, Lincs, Grocer. Boston. Pet. Oct. 18. Ord. Oct. 18.
RUTTER, BARNET J., Brixham, Motor Engineer. Plymouth. Pet. Oct. 17. Ord. Oct. 17.
SANDERSON, WILLIAM J., Chancery-lane, Merchant. High Court. Pet. Oct. 16. Ord. Oct. 16.
SHULMAN, EMANUEL, Whitechapel. High Court. Pet. Sept. 11. Ord. Oct. 18.
SMITH, RICHARD, Canning Town, Clothier. High Court. Pet. Sept. 20. Ord. Oct. 16.
SNEAD, PERCY, Birmingham, Wholesale Confectioner. Birmingham. Pet. Oct. 16. Ord. Oct. 16.
THOMAS, H. E., Euston-rd., N.W., Merchant. High Court. Pet. Aug. 26. Ord. Oct. 16.
TUBBS, WALTER, Leigh-on-Sea, Builder. Chelmsford. Pet. July 24. Ord. Oct. 15.
WALKER, CHARLES F., Spilsby, Hairdresser. Boston. Pet. Oct. 14. Ord. Oct. 14.
WARD, JOSEPH E., East Croydon, Builder. Croydon. Pet. Oct. 14. Ord. Oct. 18.
WHITTINGTON, CHARLES F. L., Litcham, Norfolk, Smallholder. Norwich. Pet. Oct 17. Ord. Oct. 17.
WHITE, GEORGE, Stanton Hill, Notts, Butcher. Nottingham. Pet. Oct. 17. Ord. Oct. 17.
WEATHERSTON, DAVID S., Middlesbrough, Cashier. Middlesbrough. Pet. Oct. 16. Ord. Oct. 16.
WILLIAMS, ALLAN B., Peterchurch, Hereford, Haulage Contractor. Hereford. Pet. Oct. 17. Ord. Oct. 17.
Amended Notice substituted for that published in the *London Gazette* of September 23, 1924 :—
KEMPSELL, ALBERT J., Wallington, Surrey, Art Needlework Dealer. Croydon. Pet. Aug. 12. Ord. Sept 18.